



**PUBLIC NOTICE**

**IN ACCORDANCE WITH THE APPLICABLE STATUTES OF THE STATE OF ILLINOIS AND ORDINANCES OF THE CITY OF PROSPECT HEIGHTS, NOTICE IS HEREBY GIVEN THAT**

**THE REGULAR COUNCIL MEETING**  
**OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PROSPECT HEIGHTS**  
**WILL BE HELD ON MONDAY, JULY 24, 2017 AT 6:30 P.M.**

**IN THE COUNCIL CHAMBERS, PROSPECT HEIGHTS CITY HALL,  
8 NORTH ELMHURST ROAD, PROSPECT HEIGHTS, ILLINOIS  
MAYOR NICHOLAS J. HELMER PRESIDING**

**DURING WHICH MEETING IT IS ANTICIPATED THERE WILL BE DISCUSSION AND  
CONSIDERATION OF AND, IF SO DETERMINED, ACTION UPON  
THE MATTERS CONTAINED IN THE FOLLOWING:**

- 1. CALL TO ORDER**
- 2. ROLL CALL FOR QUORUM**
- 3. PLEDGE OF ALLEGIANCE** – Led by Assistant to the Administrator Peter Falcone
- 4. INVOCATION** – Led by Tim Hetzner, President, Lutheran Church Charities
- 5. APPROVAL OF MINUTES**
  - A.** July 10, 2017 Regular Workshop Meeting Minutes
  - B.** July 10, 2017 Executive Session Minutes
- 6. PRESENTATION**
- 7. APPOINTMENTS/CONFIRMATIONS AND PROCLAMATIONS**
- 8. CITIZEN CONCERNS AND COMMENTS (agenda matters)**
- 9. STAFF, ELECTED OFFICIALS, and COMMISSION REPORTS**
  - A.** Chicago Executive Airport Monthly Update – presented by CEA Representative Bill Kearns

**This meeting will be recorded and televised on the following Prospect Heights cable channels:  
Comcast and WOW Channel 17 and AT&T U-verse Channel 99**

- 10. CONSENT AGENDA** - All items listed on the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council member or citizen so requests, in which event the item will be removed from the general order of business and considered after all other Agenda items.

**A.** Resolution Approving Major Case Assistance Team Intergovernmental Agreement

**11. OLD BUSINESS**

**A. O-17-19** Staff Memo and Ordinance Increasing the Number of Tourism Board Members from Five (5) to Six (6) (***2nd Reading***)

**B. O-17-20** Staff Memo and Ordinance Amending Title 8, Chapter 5 of the Prospect Heights City Code Relating to Sewer Service Rates (***2nd Reading***)

**C.** Amendment to the Intergovernmental Agreement for the Operation of the Chicago Executive Airport. (***Tabled from 7-10-2017 meeting***)

**12. NEW BUSINESS**

**A.** Report of Glenview/Prospect Heights Revenue Sharing Agreement and Wheeling/Prospect Heights Revenue Sharing at Airport

**13. DISCUSSION/SELECTION OF TOPICS FOR UPCOMING WORKSHOP MEETING, ITEMS LISTED PREVIOUSLY:**

**A.** Review of City Liquor Code

**B.** Discussion of Sanitary Sewer System

**C.** Discussion of Commercial Truck Parking Regulations

**14. APPROVAL OF WARRANTS**

**A.** Approval of Expenditures

General Fund	\$101,520.05
MFT Fund	\$931.54
Palatine/Milwaukee TIF	\$0.00
Tourism District	\$1,523.45
Development Fund	\$0.00
DEA Fund	\$0.00
Solid Waste Fund	\$0.00

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SS Area #1	\$0.00
SS Area #2	\$0.00
SS Area #3	\$0.00
SS Area #4	\$0.00
SS Area #5	\$144.91
SS Area #8 – Levee Wall #37	\$209.72
SS Area-Constr #6 (Water Main)	\$0.00
SS Area- Debt #6	\$0.00
Road Construction	\$0.00
Road Construction Debt	\$0.00
Water Fund	\$46,033.21
Parking Fund	\$286.52
Sanitary Sewer Fund	\$10,928.13
Road/Building Bond Escrow	\$0.00
Police Pension	<u>\$0.00</u>
<b>TOTAL</b>	<b>\$161,928.13</b>

**Wire Payments**

<b>7/21/2017 PAYROLL POSTING</b>	<b>\$164,986.42</b>
<b>JUNE IMRF</b>	<b>\$22,114.97</b>
<b>POLICE PENSION PAYMENT</b>	<b>\$42,191.40</b>
<b>TOTAL WARRANT</b>	<b><u>\$390,870.32</u></b>

**15. RESIDENT COMMENTS** (Non-agenda matters)

**16. EXECUTIVE SESSION**

**17. ACTION ON EXECUTIVE SESSION ITEMS, IF REQUIRED**

**This meeting will be recorded and televised on the following Prospect Heights cable channels:  
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**18. ADJOURNMENT**

Posted: by Karen Schulteis by 5:00PM, July 19, 2017

**This meeting will be recorded and televised on the following Prospect Heights cable channels:  
Comcast and WOW Channel 17 and AT&T U-verse Channel 99**



# Prospect Heights Police Department

## City of Prospect Heights

14 East Camp McDonald Road, Prospect Heights Illinois, 60070

Office: 847/398-5511 FAX: 847/398-6080

[www.prospect-heights.il.us](http://www.prospect-heights.il.us)

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### MEMORANDUM

Date: July 18th, 2017  
To: Joe Wade, City Administrator  
From: Al Steffen, Chief of Police

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**Item:** MCAT Intergovernmental Agreement Update (IGA)

**Motion:** I move to approve the MCAT IGA

The Prospect Heights Police Department has been part of the Major Case Assistance Team (MCAT) since 1996; MCAT is a Task Force made up of agencies primarily from Cook County's 3<sup>rd</sup> District Court District and was formed in the wake of the Brown's Chicken Massacre. The Task Force which initially focused on Homicides and Abductions has since expanded to include a forensics unit, a Serious Traffic Accident Response (STAR) team, a surveillance unit and an Officer Involved Death/Shooting (OID) Team.

MCAT is unique in that it generally does not "take over" the investigation; the home agency retains operational control of all investigations with the exception of the OID Team.

The last By-laws and Intergovernmental Agreement in regards to MCAT was approved in 2006, no Chiefs who signed that document are currently active and in light of MCAT's expanded scope, the by-laws and IGA were recently reviewed with an eye towards ensuring the relevancy of the document to the current mission of MCAT.

There was no fundamental changes to the document per se just some minor tweaking; the following were recommendations that were incorporated into the new By-Laws and IGA.

1. Article III, Section 1: The by-laws only reference the "original" members of the MCAT and do not name the parties added since the original agreement. It has been amended to include the current members.
2. Article V, Section 3: This Section states that eight members shall constitute a quorum at meetings of the Board of Directors; however given that the number of municipalities could have changed since the original bylaws were enacted the number necessary to meet a quorum may have changed as well. This Section was rewritten to state: "A majority of the members shall constitute a quorum."
3. Article IX, Section 3: This section was written to define more specifically what unusual and burdensome costs are

4. Article XIII: This Article addresses dissolution. Remaining funds to be distributed evenly amongst members.
5. A statement regarding general liability was added, as well as a hold harmless provision.

Legal has had an opportunity to review this document and has found no objections as it stands.

# **MAJOR CASE ASSISTANCE TEAM**

## **BY-LAWS & INTERGOVERNMENTAL AGREEMENT**

Revised  
August 25, 2017

# **BY-LAWS OF THE MAJOR CASE ASSISTANCE TEAM**

## ***ARTICLE I - NAME AND PURPOSE***

Section 1: This organization shall be known as the Major Case Assistance Team (MCAT).

Section 2: It is recognized that local law enforcement capabilities are enhanced by having access to regionalized facilities, programs and the assistance of other departments. It is the purpose of MCAT to govern the manner in which such cooperative efforts, pursuant to the underlying Intergovernmental Major Case Assistance Team Agreement, are implemented.

Section 3: It is the intent of this organization that each member shall bear its own costs and risk of liability when providing assistance to another member. When entering into membership, it is impossible to predict the frequency or intensity of a particular member's mutual aid requirements. Therefore, some members may ultimately receive a greater measure of actual benefit than other members. The purpose of entering into such an intergovernmental agreement is to gain access to mutual aid when required. A consideration for this access is the known risk that the ultimate cost and benefit may not be evenly distributed among members.

## ***ARTICLE II - AUTHORITY***

MCAT is established pursuant to the Intergovernmental Major Case Assistance Team Agreement ("Agreement"), as adopted by the participating agencies.

## ***ARTICLE III - MEMBERSHIP***

Section 1: The current members of MCAT are: Arlington Heights, Barrington, Barrington Hills, Bartlett, Cook County Sheriff's Police, Des Plaines, Elk Grove, Hanover Park, Harwood Heights, Hoffman Estates, Illinois State Police, Inverness, Mount Prospect, Norridge, Palatine, Park Ridge, Prospect Heights, Rolling Meadows, Rosemont, Schaumburg, South Barrington, Streamwood, and Wheeling.

Section 2: Other agencies may become members of MCAT upon adoption of the Intergovernmental Major Case Assistance Team Agreement (hereinafter "Agreement") by the corporate authorities of the agency and approval by a two-thirds vote of the Board of



Directors and payment of any membership or assessment fees required of subsequent members,

Section 3: Members who fail to meet any obligations including but not limited to payment of dues, in accordance with the Agreement or with these by-laws may be suspended or expelled from membership by a two-thirds vote of the Board of Directors,

#### ***ARTICLE IV- BOARD OF DIRECTORS***

Section 1: The Board of Directors shall consist of the Chiefs of Police of the participating agencies and the Village Manager of the three municipalities represented on the Executive Committee.

Section 2: The Board of Directors shall establish an Operating Plan that is not inconsistent with these by-laws and the Intergovernmental Agreement. The Operating Plan shall provide procedures for requesting, rendering and receiving aid under the Agreement, and for the interpretation and administration of the Agreement, and approval of any programs established under authority of the Agreement.

Section 3: The Board of Directors shall have the authority to take appropriate action to accomplish the purposes of MCAT.

Section 4: An Executive Committee of the Board of Directors shall consist of the Chairman, Secretary and Treasurer, elected from the member municipalities by the Board of Directors, and who shall hold office for a term of two (2) years or until a successor has been elected. Should a vacancy occur, a special meeting of the Board of Directors shall be called to elect a successor for the remainder of the term of office.

Section 5: Neither these by-laws nor any Operating Plan shall be inconsistent with the Intergovernmental Major Assistance Team Agreement.

#### ***ARTICLE V - MEETINGS AND MANNER OF ACTING***

Section 1: The Board of Directors shall meet at least quarterly at a time and place determined by the Executive Committee. Special meetings may be called by the Chairman, a majority of the Executive Committee, or by one-third of the members of the Board of Directors.

Section 2: The Executive Committee shall meet when called by the Chairman or a majority of the Executive Committee members.

Section 3: A majority of the members shall constitute a quorum for meetings of the Board of Directors.

Section 4: The current edition of Robert's Rules of Order shall govern meetings in all cases in which they are applicable and not inconsistent with these by-laws.

Section 5: The decision reached by the majority of the directors present at a meeting at which a quorum is present shall be the decision and the act of the Board of Directors, unless the act or decision of greater number is required by statute, these by-laws, or the intergovernmental agreement.

Section 6: The decision or act of the majority of the directors may also be determined as the act or decision of the Board of Directors through a majority vote on any one issue by a written declaration by the President outlining the issue, and its impact. This single issue may be voted upon by the directors through any means that establishes a record that a quorum of directors considered the issue and that majority of directors cast a ballot on the issue. The ballot may be in the form of electronic communication or written ballot. Such act by the majority shall be certified by the board and recorded in the minutes of the next meeting of the Board of Directors following the single-issue vote.

#### ***ARTICLE VI - DUTIES OF OFFICERS***

Section 1: The Chairman shall preside at all meetings of the Board of Directors and Executive Committee and appoint members of any committee (except the Executive Committee) that may be established by the Executive Committee or the Board of Directors.

Section 2: The Secretary shall keep an accurate record of the proceedings of all meetings, carry on official correspondence as directed by the Board of Directors, provide to each Board member the official minutes of all meetings, and maintain all official MCAT records.

Section 3: The Treasurer shall receive all monies, be custodian of all funds, and deposit all funds in a financial institution approved by the Board of Directors. The Treasurer shall give financial reports as required by the Board of Directors, sign and issue checks, and perform such other duties as usually pertain to the office.

#### ***ARTICLE VII - COMMITTEES***

The Chairman or Board of Directors may create such committees as are deemed necessary to accomplish the purposes of MCAT.

## ***ARTICLE VIII - DUES AND ASSESSMENTS***

Section 1: Initial assessment for members shall be prescribed by the Board of Directors, and shall be payable to the Treasurer when required by the Board. All assessments approved by the Board shall be binding upon all members and payment shall be a condition of membership.

## ***ARTICLE IX - COMPENSATION***

Section 1: Officers and members of the Board of Directors shall serve without compensation.

Section 2: Except as otherwise provided in the Agreement, police assistance provided by any aiding agency shall be rendered without charge to the requesting agency or any other participating agency.

Section 3: An aiding agency may request payment from or indemnification by a requesting agency where the aiding agency has incurred unusual or burdensome costs in providing police assistance to the requesting agency as determined by a majority of the membership.

Section 4: The Board of Directors may approve expenditures for professional consultants for training only as required by MCAT.

## ***ARTICLE X - DISBURSEMENTS***

Disbursement of funds may be made only as authorized by the Board of Directors.

## ***ARTICLE XI — PROPERTY***

The equipment, property, supplies, and furnishings needed to fulfill the purpose of MCAT may be provided by participating agencies. Any item provided by a participating agency shall be, and remain the property of that agency, unless provided otherwise by the agency.

Equipment or property purchased by MCAT for use of its members shall be the property of MCAT.

## ***ARTICLE XII — AMENDMENTS***

These by-laws may be amended at any meeting of the Board of Directors by a two-thirds vote of those members present, provided the amendment and notice of the meeting shall have been sent to the Board members not less than fifteen (15) days prior to the meeting. The Board of Directors may approve expenditures for specialized equipment required by MCAT.

**ARTICLE XIII - DISSOLUTION**

If at any regular meeting, or at a special meeting called for the purpose of dissolution, two-thirds of the members of the Board of Directors vote in favor of dissolution, MCAT shall be dissolved within thirty (30) days, provided notice of the meeting shall have been sent to the Board members not less than fifteen (15) days prior to the meeting. The Board of Directors shall then approve a Dissolution plan which will include the wrap up of ongoing operations and the pro rata distribution of unallocated MCAT funds to the membership.

**ARTICLE XIV- EFFECTIVE DATE**

These by-laws shall be in full force and effect from and after their passage and approval on April 10, 1998.

AMENDED SEPTEMBER 11, 1998  
AMENDED JANUARY 21, 2005  
AMENDED AUGUST 25, 2017

AYES:

NAYS:

PASSED this \_\_\_\_\_ day of \_\_\_\_\_

ATTEST:

APPROVED:

Secretary

Chairman

Treasurer

AYES:

NAYS:

PASSED this \_\_\_\_\_ day of \_\_\_\_\_

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_

The by-laws of the Intergovernmental Major Case Assistance Team are approved this  
\_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Chief Gerald Mourning  
Arlington Heights Police Department

\_\_\_\_\_  
Chief David Dorn  
Barrington Police Department

\_\_\_\_\_  
Chief Richard Semelsberger  
Barrington Hills Police Department

\_\_\_\_\_  
Chief Patrick Ulrich  
Bartlett Police Department

\_\_\_\_\_  
Commander Larry Rafferty  
Cook County Sheriff's Police

\_\_\_\_\_  
Chief William Kushner  
Des Plaines Police Department

\_\_\_\_\_  
Chief Charles Walsh  
Elk Grove Police Department

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Chief Michael Menough  
Hanover Park Police Department

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Chief Frank Biagi  
Harwood Heights Police Department

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Chief Theodore Bos  
Hoffman Estates Police Department

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Captain Steve Loan  
Illinois State Police Department

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Chief Robert Haas  
Inverness Police Department

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Chief Timothy Janowick  
Mount Prospect Police Department

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Chief Dave Disselhorst  
Norridge Police Department

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Chief Alan Stoeckel  
Palatine Police Department

---

Chief Frank Kaminsky  
Park Ridge Police Department

---

Chief Alan Steffen  
Prospect Heights Police Department

---

Chief John Nowacki  
Rolling Meadows Police Department

---

Chief Donald Stephens III  
Rosemont Police Department

---

Chief James Lamkin  
Schaumburg Police Department

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Chief Thomas Roman  
South Barrington Police Department

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Chief Edward Valente  
Streamwood Police Department

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**Chief James J. Dunne**  
**Wheeling Police Department**





## **INTERGOVERNMENTAL MAJOR CASE ASSISTANCE TEAM AGREEMENT**

The undersigned (municipality or agency), the Village or City of \_\_\_\_\_. County of \_\_\_\_\_, pursuant to Article VII, Section 10 of the Illinois Constitution of 1970, the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), and Section 1-4-6 and 11-1-2.1 of the Illinois Municipal Code (65 ILCS 5/1-4-6 and 5/11-1-2.1), agrees as follows:

### **Purpose of Agreement**

#### **SECTION 1:**

- A. This Agreement is made in recognition of the fact that local law enforcement capabilities are enhanced by having access to regionalized facilities, programs and the assistance of other departments. It is the purpose of this Agreement to provide the means whereby enhanced access to facilities, programs, training and assistance is provided through the Intergovernmental cooperation of the Participating Agencies.
- B. It is the intent of this organization that each member shall bear its own costs and risk of liability associated with personnel, training, and equipment when providing assistance to another member. When entering into membership, it is impossible to predict the frequency or intensity of a particular member's mutual aid requirements. Therefore, some members may ultimately receive a greater measure of actual benefit than other members. The purpose of entering into such an intergovernmental agreement is to gain *access* to mutual aid when required. A consideration for this access is the known risk that the ultimate cost and benefit may not be evenly distributed among members.

### **Definitions**

#### **SECTION 2:**

For purposes of this Agreement, the following terms shall be defined as set forth in this section, as follows:

- A. *Participating Agency.* Any one or more agencies that have duly adopted a resolution authorizing the execution of this Agreement.
- B. *Agreement.* This Intergovernmental Major Case Assistance Team Agreement.
- C. *Police Assistance.* Assistance provided by any Participating Agency to any other Participating Agency, which shall include, but not be limited to, the assignment of sworn and/or civilian personnel and the use of equipment for such assistance as back-up on traffic stops, investigations, establishment of regionalized operations or administrative programs, and major crime task forces, all as more fully defined in the Operational Plan developed pursuant to this Agreement.

- D. *Requesting Agency.* A participating agency that requests police assistance pursuant to this Agreement.
- E. *Aiding Agency.* A participating agency that provides police assistance pursuant to this Agreement.
- F. *Chief of Police.* The highest ranking law enforcement officer of a participating agency or his or her designee.
- G. *Village Manager.* The chief administrative officer or designee of that officer for each member municipality.

### **Rights of Participating Agency**

#### **SECTION 3:**

The rights of each participating agency shall be as set forth in this Section and shall be exercised by and through the actions of the Village Manager or Chief of Police of each respective participating agency.

- A. Any participating agency may request police assistance from any one or more participating agency when, in the judgment of the Chief of Police of the requesting agency, such assistance is necessary. The request shall be made to the MCAT Coordinator. Each request for assistance and the response to that request shall be reported to the Executive Committee.
- B. Any participating agency may render aid to any one or more participating agencies to the extent available personnel and equipment are not required for the adequate protection of the aiding agency. In making that determination, the Chief of Police of the aiding agency may consider the reasonableness or urgency of the request and the amount of personnel, equipment and time commitment available to the requesting agency, and that determination shall be final.
- C. The Chief of Police of the requesting agency shall, through the MCAT Coordinator, direct the actions of any sworn or civilian personnel of any aiding agency providing police assistance pursuant to this Agreement.
- D. Nothing in this Agreement shall prevent any participating agency from cooperating with any other agency, regardless of whether it is a participating agency. Nor shall anything in this Agreement prevent any participating agency from acting jointly or in cooperation with any other local, state or federal unit of government or agency thereof, to the fullest extent permitted by law.

### **Authority of Sworn Police Personnel**

#### **SECTION 4:**

Any sworn police officers providing police assistance to requesting agency under this

Agreement shall have all of the powers of police officers of the requesting agency, including the power of arrest, and are subject to the direction of the MCAT Coordinator working in concert with the Chief of Police of a requesting agency.

### **Compensation Between Participating Agencies, Length of Engagement for Investigation**

#### **SECTION 5:**

- A. Except as hereinafter provided, the assistance provided by any aiding agency under this Agreement shall be rendered without charge to the requesting agency or any other participating agency.
- B. The length of any particular activation of MCAT shall be as set forth in the Operating Plan. If any agency desires to retain the services of another agency's employee beyond the time limits set forth in the Operating Plan, they may do so only with the consent of the aiding agency. Under such circumstances, the agencies shall determine between themselves the amounts of compensation to be paid to the aiding agency.

### **Responsibilities of Participating Agencies**

#### **SECTION 6:**

- A. Each participating agency shall assume the responsibility for the actions of its sworn or Civilian personnel acting pursuant to this Agreement, both as to liability and as to the payment of benefits to such sworn or civilian personnel, all to the same extent as such personnel are protected. Insured, indemnified and otherwise provided for when acting within the participating agencies' respective corporate limits.
- B. Each participating agency ("Indemnitor") shall indemnify, defend, save and keep harmless the other parties; their boards; commissions; trustees; officers; employees; agents; past, current, and future appointed and elected officials; and volunteers (collectively the "Indemnitees") from and against any and all claims, actions, suits, costs, (including reasonable attorney's fees) losses, liabilities, damages to real and personal property, and injuries/illnesses to or death suffered by persons, (collectively "claims") arising out of, or caused directly or indirectly by, any act or omission of the Indemnitor or the Indemnitor's boards, commissions, trustees, officers, employees, and agents (except to the extent caused by the negligence or willful act of the Indemnitee) taken pursuant to

activities provided for in this Agreement. Each party agrees to be responsible for damage to its property occasioned while operating under this Agreement, and specifically waives the right of subrogation for property damage against the other.

- C. Each participating agency shall be responsible for the payment of all benefits to all of its sworn and civilian personnel acting pursuant to this Agreement, including but not limited to the payment of wages, salaries, disability payments, pension benefits, workers' compensation claims, and claims for damage to or destruction of equipment and clothing, and claims for medical expenses.

### **Board of Directors; Operating Plan**

#### **SECTION 7:**

- A. The Chief of Police of each participating agency and the three Village Managers of the municipalities represented on the Executive Committee shall constitute the Board of Directors of the Major Case Assistance Team.
- B. The Board of Directors shall establish an Operating Plan for implementing this Agreement. The Operating Plan shall include, but not be limited to, procedures for requesting, rendering and receiving aid. The Operating Plan shall be reviewed, updated and evaluated by the Board of Directors at regular intervals.
- C. The Board of Directors shall establish a procedure for the expenditure of funds and the signing and countersigning of checks drawn on any MCAT account

### **General Provisions**

#### **SECTION 8:**

- A. This Agreement shall be in full force and effect and is legally binding upon each participating agency at such time as it is signed and certified by that participating agency.
- B. This Agreement may be amended from time to time by resolution of the appropriate governing body of three-quarters of the participating agencies. The effective date of any

amendment shall be the date as of which the last of the necessary agencies has approved the amendment.

- C. This Agreement shall remain in full force and effect and shall bind the participating agency executing this Agreement until such time as the appropriate governing body of that participating agency adopts a resolution terminating its participation in the Agreement. Certified copies of such resolution shall be filed with the clerk or other appropriate official of all other participating agencies within thirty (30) days of its passage.

IN WITNESS WHEREOF, this Agreement has been duly executed this day \_\_\_\_\_ of \_\_\_\_\_.

Participating Agency

President, Mayor other appropriate official

ATTEST:

Village Clerk

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**To: Mayor and City Council Members**

**From: Peter P. Falcone, Assistant to the City Administrator**

**Subject: An Ordinance Amending the Number of Tourism Board Members**

**July 5, 2017**

**Purpose:** This ordinance increases the number of Tourism Board members from the current five (5) members to six (6). With Ramada Inn requesting to join the Board, the Mayor has requested the number of members be increased to six (6) to also include a representative of the Finance department.

**Recommendation:** With the inclusion of the Ramada Inn Hotel, Staff recommends passage of O-17-19 to increase in the number of Tourism Board members.

## **ORDINANCE NO. O-17-19**

### **ORDINANCE AMENDING THE NUMBER OF MEMBERS OF THE TOURISM BOARD**

**BE IT ORDAINED** by the City Counsel of the City of Prospect Heights, Cook County, Illinois, as follows:

**SECTION ONE:** That Title 2, Chapter 2, Section 7, "Hotels Operators' Occupation Tax," of the Prospect Heights City Code, as amended, is hereby further amended with deletions in strikethrough and additions in bold underline text so that the same shall be read as follows:

#### **D. Tourism Board:**

1. Creation: There is hereby created the Prospect Heights tourism board.
2. Purpose: The purpose of the tourism board is to promote and encourage tourism to area hotels, motels, restaurants and businesses by reviewing applications for tourism grants from tourism zone businesses and recommending expenditure of hotel tax funds on said grant applications.
3. Members: The tourism board shall consist of ~~five~~**six (56)** members appointed by the mayor with the advice and consent of the city council. At least ~~two~~ **(2)** members shall be owners, operators or otherwise employed by hotels **within** the tourism zone.

#### **4. Rules And Meetings:**

- a. The tourism board shall establish a schedule of meetings, rules of procedure and rules governing its conduct and the application process and criteria for tourism grants.
- b. A quorum for the transaction of all business by the board of directors shall be necessary and shall consist of ~~three~~**four (34)** members being physically present.
- c. Each member must be present to vote on any matter before the board of directors. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the board of directors unless a greater number is required by statute or these bylaws.
- d. All meetings are subject to the Illinois open meetings act.

#### **5. Officers And Duties:**

- a. At the beginning of the city's fiscal year, currently May 1, the tourism board shall elect a chairperson and a secretary.
- b. Upon resignation or incapacity, of either the chairperson or secretary, the members shall elect a replacement to serve the balance of the term.
- c. The chairperson shall preside over all meetings. He or she also shall assume all duties incident to the office as may be prescribed by the members.



- d. The secretary shall keep minutes of all meetings and a record of all actions of the tourism board.
- e. The members shall receive no compensation for service but may be reimbursed for actual expenses incurred with regard to tourism board business.

**SECTION TWO:** That this Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED and APPROVED** this 24th day of July, 2017.

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Nicholas J. Helmer, Mayor

**ATTEST:**

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City Clerk

Published in pamphlet form July 24, 2017.

**To: Mayor Helmer and Members of the City Council**

**From: Joe Wade, City Administrator**

**Subject: Ordinance Increasing Sanitary Sewer Rates**

**Date: July 5, 2017**

### **Background**

In the summer of 2015, the City of Prospect Heights absorbed the Old Town Sanitary District, which had been dissolved under State of Illinois Public Act 99-14. The Old Town District had been operating on a nominal basis, as it is understood the entity had not provided regular maintenance to the system for several years and did not maintain a proactive capital improvements program to address long-term capital reinvestment needs.

Payments to the Old Town District were previously made through property tax bills. Upon absorption the Old Town District, the City began charging former Old Town customers the same rate that had been charged to customers of the City system, \$6.50 per month for residential properties, through quarterly billings.

Prior to its dissolution, the Old Town Sanitary Sewer District charged a minimal assessment, as the agency was no longer addressing maintenance and reinvestment issues. However, as recently as 2006, the District levied annual sewer fees of \$81, on a home with an equalized assessed valuation of \$117,350. The District's 2006 tax rate was .074. Importantly, when the City absorbed the dissolved Old Town Sanitary District, there was no capital fund balance to address reinvestment needs.

As the absorption of the Old Town District added the responsibility of maintaining and reinvesting in a sanitary sewer system which serviced approximately 3,300 residences and businesses, the City undertook a rate study to ensure adequate resources were available for operational and long-term capital reinvestment expenses. Competitive Request for Proposals were solicited, and Municipal Financial Services was contracted to conduct the study.

The rate study would also provide for consolidation of the City's main sanitary sewer system and four special service areas into one unified rate structure. Approximately 537 properties within Prospect Heights Special Service Areas 1-4 have paid for sanitary sewer service through special assessments on their property tax bill. Depending upon the assessed valuation of these properties, residents in these areas may be paying \$300 (plus or minus) annually for this service.

Since the City's absorption of the Old Town District, the City has begun a proactive cleaning and maintenance program. The City is also undertaking necessary work to meet new Metropolitan Water Reclamation District (MWRD) infiltration and inflow compliance standards, which is intended to assist the MWRD's ability to treat sewerage.

The FY 2016/17 estimated budget revenue for the Sewer Fund is estimated at \$255,275, with expenditures estimated at \$657,520.

#### **Municipal Financial Services Rate Study**

Municipal Financial Services began an analysis of the sewer rate structure last year, with an initial presentation made at the December 12, 2016 Council Meeting. The rate study was also highlighted at the April 12 Town Hall Meeting, which provided an opportunity for a detailed presentation and questions from citizens. Approximately 100 citizens attended this special town hall meeting.

The overarching purpose of the rate study was to address operational expenses and long-term capital reinvestment plan to repair and replace the system. The primary goal of the new rate structure is to provide for reinvestment in the system to ensure continued optimum operation without disruption.

As an enterprise fund, sanitary sewer system funds are only to be used for expenses related to the operation of the sanitary sewer system. They are not to be used for expenses such as police, community development or similar activities that are not related to the operations and reinvestment of the City's sewer system.

In summary, the Municipal Financial Services Rate Study addressed the following:

- Project future operating and capital expenses needed to operate the City's sewer system
- Establish rates that will generate revenues sufficient to cover operating, capital and reserve expenses
  - Operating/Capital: Ensure compliance with all federal and state regulations
  - Reserves: Maintain a minimum level of cash reserves for future system needs (Note: The fund balance obtained upon the dissolution of the Old Town District and the sale of their assets is de minimis. An interfund loan from the general fund is recommended to provide for initial system diagnostics costs of televising the sewer system. (Estimated cost for televising 37 miles of sewers-\$400,000).
- Consolidate the City's main system and four Special Service Areas in one unified rate structure.

## **Analysis**

**Attached is Municipal Financial Services' analysis and presentation provided at the April 12 Town Hall Meeting. After presentation to citizens and Council, discussion concluded with the following recommended rate structure:**

<b>Residential</b>	<b>\$20 per month</b>
<b>Commercial</b>	<b>\$24.50 per month</b>
<b>Multi Units (Base)</b>	<b>\$49</b>
<b>Multi Units (Additional)</b>	<b>\$6.50 per unit</b>

**As the City bills in arrears, if these proposed rates are adopted in July, it will be placed on the upcoming bills for April, May and June service.**

**The City also considered the sale of the system to a private utility. Research demonstrated sanitary sewer system rates would be above recommended rate structure. Additionally, the City would not have any control over future system rates if sold.**

## **Recommendation:**

**In order to provide for financially sound operation and reinvestment in the City's sanitary sewer system, staff recommends the adoption of the above rate structure.**

**ORDINANCE NO. O-17-20**

**An Ordinance Amending Title 8, Chapter 5 of the Prospect Heights City Code  
Relating to Sewer Service Rates**

**WHEREAS**, the City of Prospect Heights operates a sewerage system within the City, including the former “Old Town” system; and

**WHEREAS**, the City commissioned a sewer rate study to evaluate the financial condition of the sewer system and offer a proposed rate structure; and

**WHEREAS**, the City Council adopted the report and its recommendations, including grouping all customers into a single rate structure and developing sewer rates that fully fund the operational, capital, and reserve requirements of the City’s sanitary sewer system; and

**WHEREAS**, the City Council of the City of Prospect Heights has determined to revise the City’s sewer service rates and desires to amend the Prospect Heights City Code as provided below;

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE  
CITY OF PROSPECT HEIGHTS, COOK COUNTY, ILLINOIS:**

**SECTION 1:** Each of the foregoing recitals and findings are hereby made a part of this Ordinance and are incorporated by reference as if set forth verbatim herein.

**SECTION 2:** That Title 1, PUBLIC WAYS AND PROPERTY, Chapter 5, Sewers, Section 8-5-1, Rates Established, of the Prospect Heights City Code, as amended, is hereby further amended at Section 8-5-1 with deletions in strikethrough and additions in bold, underlined text so that the same shall be read as follows:

**8-5-1: RATES ESTABLISHED:**

There be and are hereby established the following rates and charges for the use and service of the sewerage system of the City:

Dwelling units (as defined in the Zoning Ordinance of the City)	\$6.50 per month per unit
Nonresidential units	\$8.00 per month per unit
Nonresidential buildings with 2 or more units	\$16.00 per month plus \$2.00 per month for each additional unit above 2 units

<u>Residential Users</u>	<u>\$20.00 per month</u>
<u>Commercial Users</u>	<u>\$24.50 per month</u>
<u>Multi-Unit Base</u>	<u>\$49.00 per month</u>
<u>Multi-Unit (Each Additional Unit)</u>	<u>\$6.25 per month</u>

**SECTION 3:** That Section 8-5-10 of the Prospect Heights City Code, as amended, is further amended to add the following definition, shown in bold, underlined text, so that the same shall be added in alphabetical order and read as follows:

8-5-10: DEFINITIONS:

\* \* \*

RESIDENTIAL USER: All dwelling units such as houses, **and** mobile homes, **but not including** apartments or permanent multi-family dwellings.

\* \* \*

**SECTION 4:** That the rates and charges for sanitary sewer service, as provided herein, shall be effective with all billings dated April 1, 2017 and thereafter.

**SECTION 5:** That this Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

PASSED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2017.

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Nicholas J. Helmer, Mayor

ATTEST:

---

City Clerk

AYES:

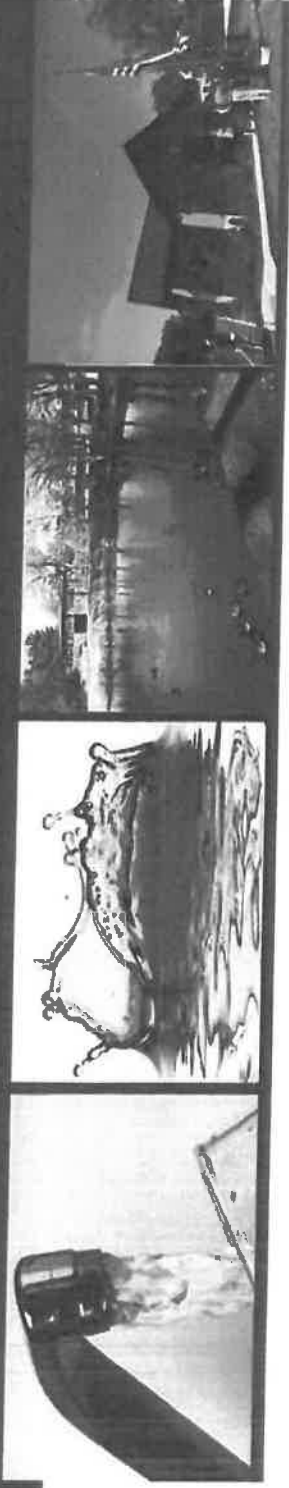
NAYS:

ABSENT:

Published in pamphlet form: July 24, 2017



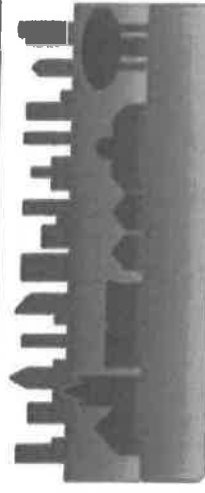
# City of Prospect Heights



## Sewer Rate Study Results and Discussion

April 12, 2017

Presented By:  
Eric Callocchia, Senior Manager  
MFSG



Municipal & Financial  
Services Group



## **Agenda**

- Firm Qualifications
- Project Background
- Basic Principles of Utility Rate Setting
- Rate Study Results
  - Scenario 1 – Presented on December 12, 2016
  - Scenario 2 – Developed on December 15, 2016
  - Scenario 3 – Developed on April 3, 2017
- Recommended Rates
- Questions / Discussion



## Municipal and Financial Services Group, LLC



- **Founded as an independent consulting practice in 2001, located in Annapolis, MD**
- Specialized Financial and Management Consulting Practice
- Focus on the efficient delivery of municipal services
- National client base

### • **Selection of Illinois Clients**

- |                 |                |              |
|-----------------|----------------|--------------|
| • Westchester   | • Moline       | • Park Ridge |
| • Orland Park   | • South Elgin  | • Fox Lake   |
| • Lombard       | • Winnetka     |              |
| • Libertyville  | • Geneva       |              |
| • Downers Grove | • Batavia      |              |
| • Skokie        | • Morton Grove |              |
| • Evanston      | • Wheaton      |              |

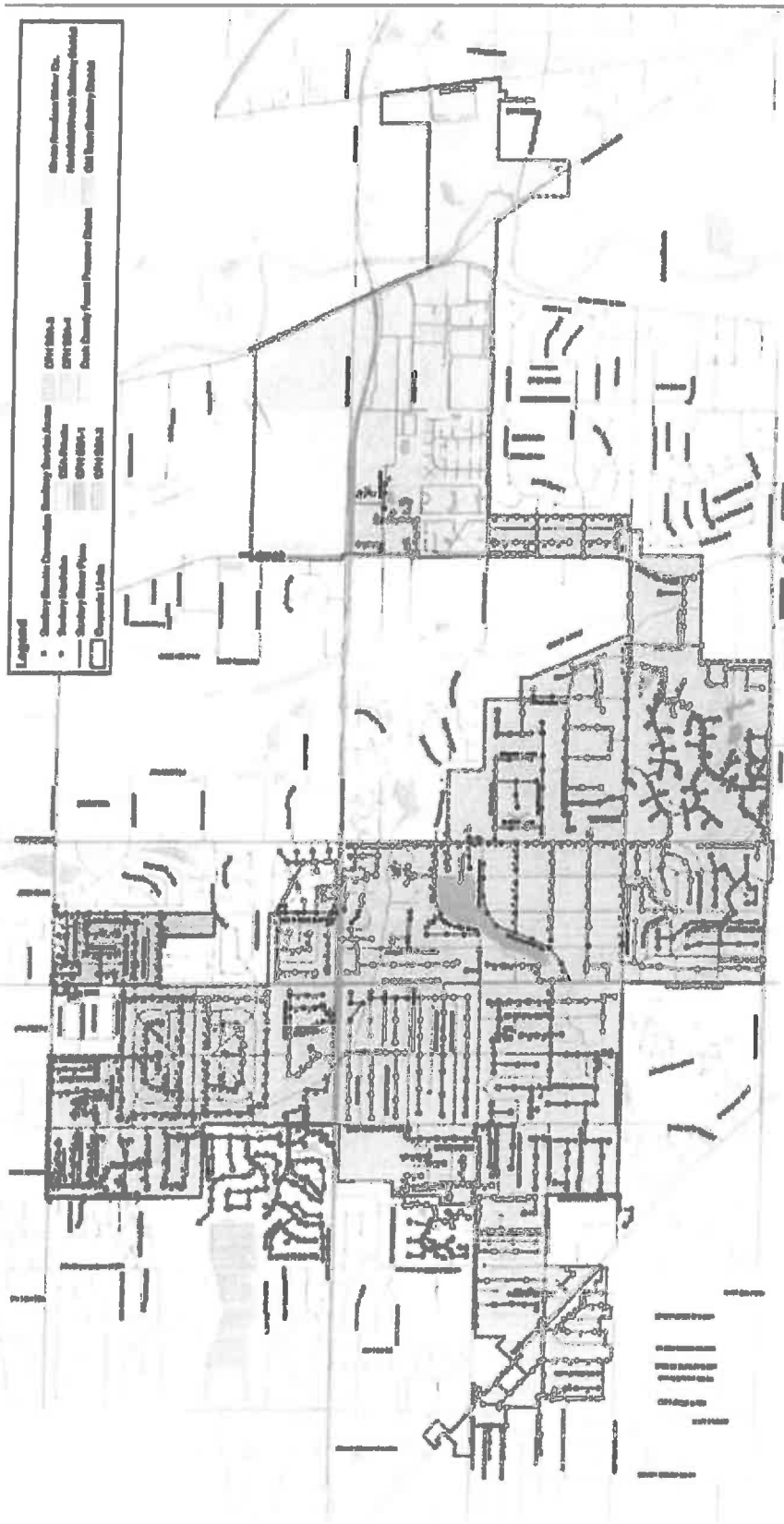
## Study Background and Purpose

- **Study Background**

- The City's sewer collection system consists of 37 miles of pipe ranging in size from 6" to 18", of which 30 miles belong to the "Old Town" system, which the City acquired in 2015. The system also contains one lift station. The City's collection system drains to the Metropolitan Water Reclamation District of Greater Chicago, to which residents pay a portion of their property taxes to cover treatment costs. Recently, the Metropolitan Water and Reclamation District established new compliance regulations for municipalities regarding inflow and infiltration.

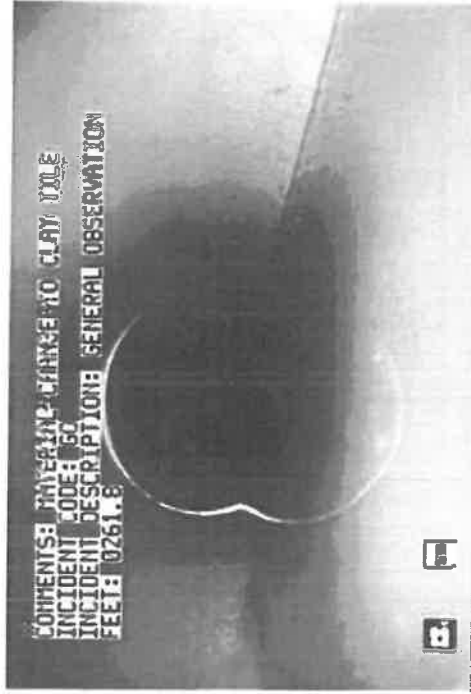
- **Study Purpose / Goals**

- Develop sewer user rates that fully fund the operational, capital, and reserve requirements of the City's collection system.
- Examine the feasibility and impact of grouping all customers under one rate structure, including current Special Service Areas.
- Present the study findings to the City Council and the Public in a clear and understandable way.



## Study Background – Inflow and Infiltration

Sanitary Sewer in Good  
Condition



Cracked Sanitary Sewer,  
allowing Infiltration



Water flowing into sewer pipe

## Basic Principles of Utility Rate Setting

- Sewer Operations are self-supporting
  - ▶ Rates and fees are set to recover cost of providing service
  - ▶ No profit to General Fund
  - ▶ Operations function as a business
  - ▶ Utilities reimburse General Fund for support services (Service Charges)
- Sewer Rates are user fees rather than taxes and therefore are designed to charge customers based on their use of the service.
  - ▶ Three part test for a user fee (Bolt v. City of Lansing, MI) (1988):
    - 1) Must serve a regulatory purpose rather than a revenue-raising purpose; and
    - 2) Must be proportionate to the necessary costs of the service; and
    - 3) Must be voluntary— users must be able to refuse or limit their use of the commodity or services

## Overview of Rate Setting Process

**Step 1 - Identify Revenue Requirements - Cost of Providing Services**

Four Components: Operations, Debt, Capital and Reserves

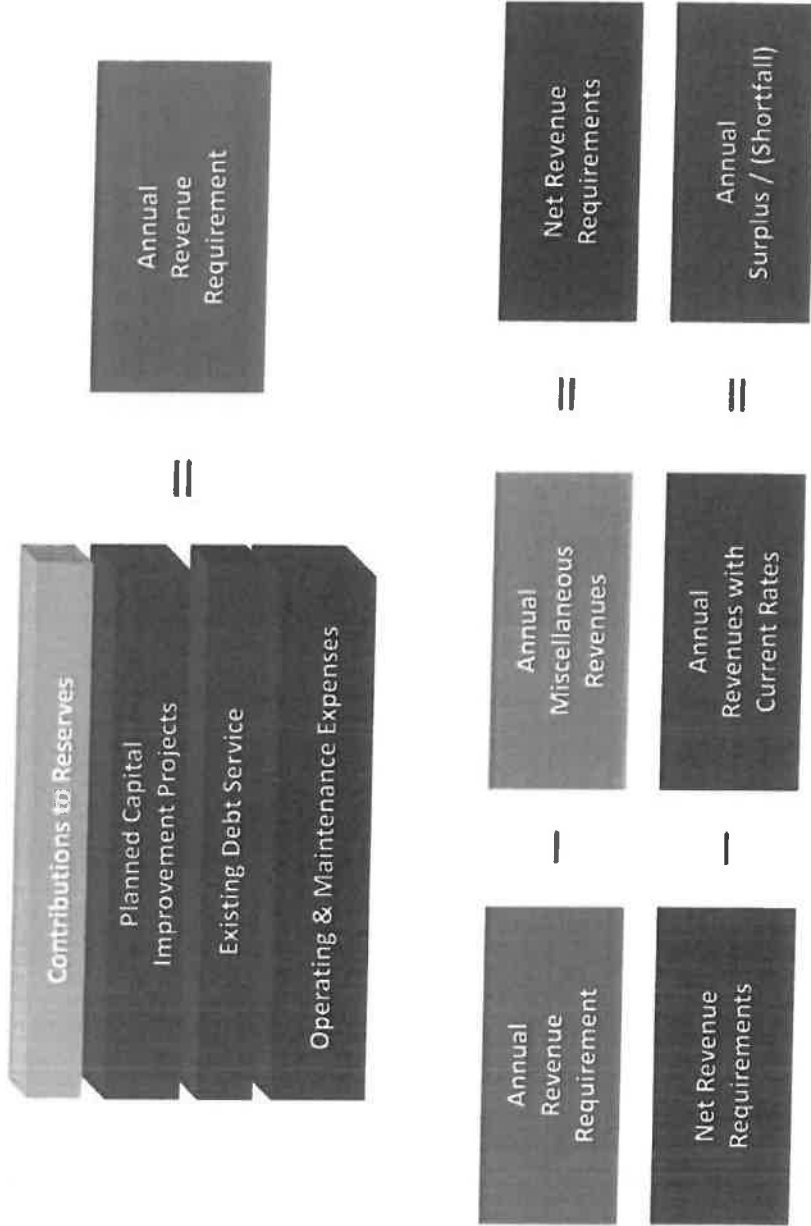
**Step 2 - Allocate Costs Among Customers**

**Step 3 - Design Rate Structure**

**Step 4 - Communication**

**Step 5 – Implementation**

# Basic Outline of Rate Setting Process





## Summary of Basic Rate Setting Principles

- Utility rates should be set to cover the operating and capital expenses of the utility system.
- Sometimes, there is no “right” answer: Town policy can influence which rate structure is used to collect utility fees.
- Customer outreach is important in communicating the need for water and sewer rates to be set appropriately.
- Utility financing is a long term endeavor:
  - Small early increases mitigate the need for large future increases
  - Debt financing distributes costs among current / future users
  - Ultimate Goal – Keep utility rates and fees as low as possible over time.

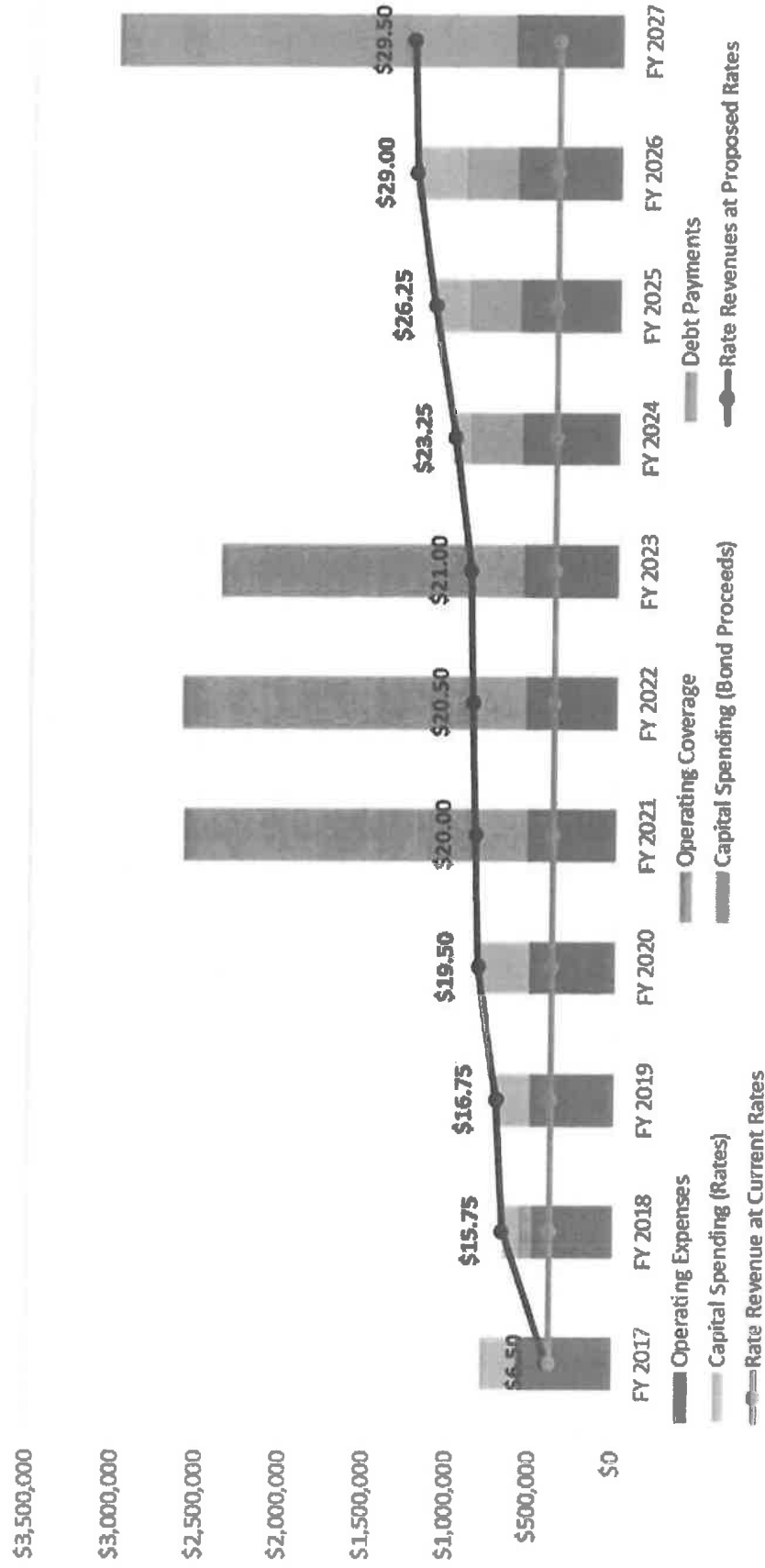
# Rate Study Results – Scenario 1 (December 12, 2016)

	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022
<b>Operating Expenses</b>	490,052	505,918	520,603	536,440	552,235
Operating Coverage	73,508	2,380	2,203	2,376	2,369
Debt Payments	-	-	-	305,784	305,784
Capital Spending (Bond Proceeds)	-	-	-	1,750,000	1,750,000
Capital Spending (Rates)	100,000	200,000	300,000	-	-
<b>Total Expenses</b>	<b>\$663,560</b>	<b>\$708,298</b>	<b>\$822,806</b>	<b>\$2,594,600</b>	<b>\$2,610,387</b>
<b>Revenue at Current Rates</b>	<b>\$379,852</b>	<b>\$379,852</b>	<b>\$379,852</b>	<b>\$2,129,852</b>	<b>\$2,129,852</b>
Annual Surplus / (Deficit)	(\$283,708)	(\$328,446)	(\$442,954)	(\$464,747)	(\$480,535)
<b>Revenue at Proposed Rates</b>	<b>\$667,108</b>	<b>\$709,591</b>	<b>\$825,519</b>	<b>\$2,596,159</b>	<b>\$2,618,002</b>
Annual Surplus / (Deficit)	\$3,548	\$1,293	\$2,712	\$1,560	\$7,615

\* Revenue includes use of bond proceeds to support capital spending

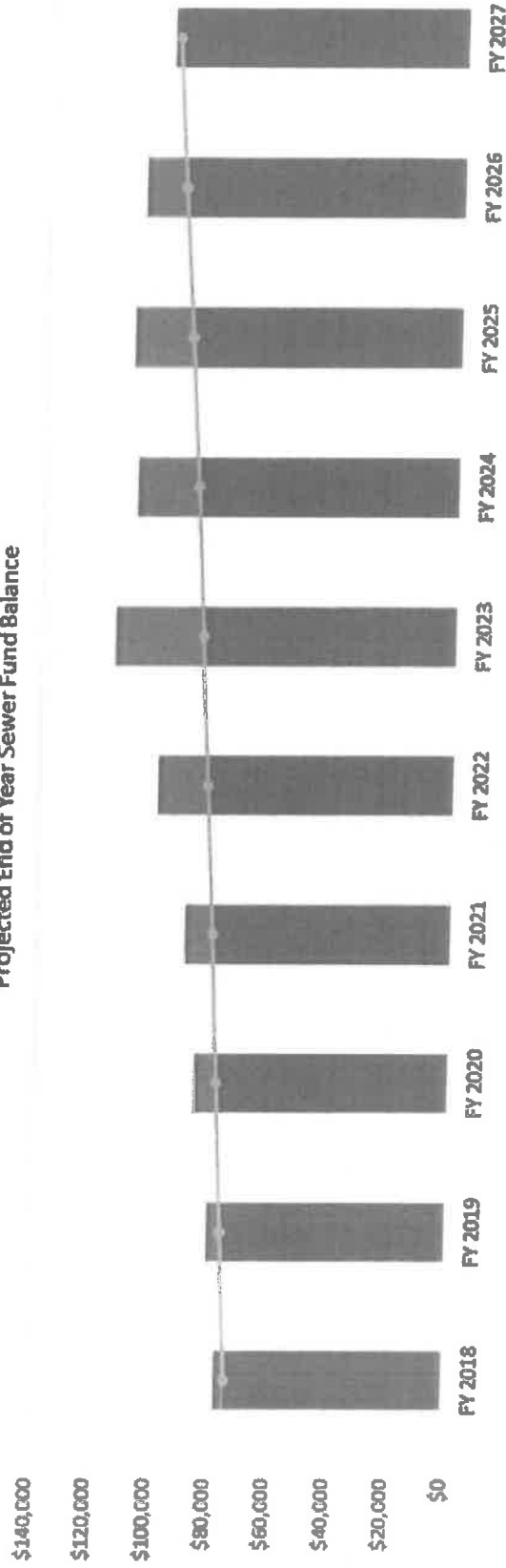
- **What does this projection allow the City to do?**
  - Fully fund the day to day operations and reserve requirements of the sewer collection system
  - Televise all sewer lines within the next three fiscal years (FY 2018 – FY 2020)
  - Spend \$3.8 million on line replacement from FY 2018 through FY 2022.

# Rate Study Results – Presented on December 12, 2016



# Rate Study Results – Presented on December 12, 2016

Projected End of Year Sewer Fund Balance



	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
(monthly)										
Residential Bill	\$15.75	\$16.75	\$19.50	\$20.00	\$20.50	\$21.00	\$23.25	\$26.25	\$29.00	\$29.50
\$ Change	\$9.25	\$1.00	\$2.75	\$0.50	\$0.50	\$0.50	\$2.25	\$3.00	\$2.75	\$0.50

Target Sewer Fund Operating Coverage

Sewer Fund Unrestricted Cash Balance

Sewer Fund Operating Reserve Cash Balance

## Rate Study Results – Scenario 2 (December 15, 2016)

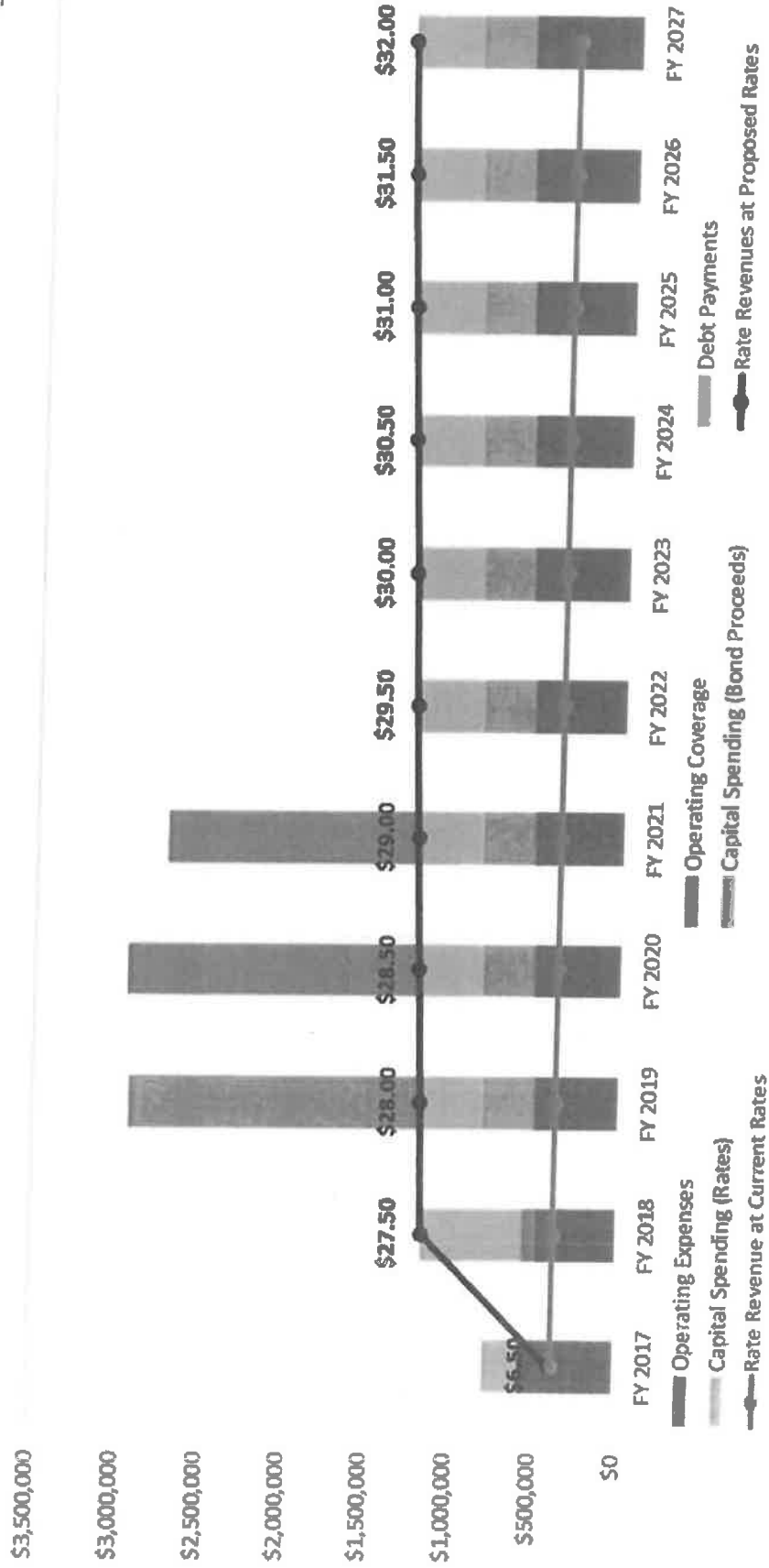
	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022
Operating Expenses	490,052	508,775	523,792	539,412	555,694
Operating Coverage	73,508	2,808	2,253	2,343	2,442
Debt Payments	-	305,784	305,784	305,784	305,784
Capital Spending (Bond Proceeds)	-	1,750,000	1,750,000	1,500,000	-
Capital Spending (Rates)	600,574	370,000	376,000	381,000	385,000
<b>Total Expenses</b>	<b>\$1,164,134</b>	<b>\$2,937,367</b>	<b>\$2,957,828</b>	<b>\$2,728,538</b>	<b>\$1,248,920</b>
<b>Revenue at Current Rates*</b>	<b>\$379,852</b>	<b>\$2,129,852</b>	<b>\$2,129,852</b>	<b>\$1,879,852</b>	<b>\$379,852</b>
Annual Surplus / (Deficit)	(\$784,282)	(\$807,514)	(\$827,976)	(\$848,686)	(\$869,068)
<b>Revenue at Proposed Rates*</b>	<b>\$1,165,385</b>	<b>\$1,187,228</b>	<b>\$1,207,869</b>	<b>\$1,228,509</b>	<b>\$1,249,150</b>
Annual Surplus / (Deficit)	\$1,251	(\$138)	\$40	(\$29)	\$229

\* Revenue includes use of bond proceeds to support capital spending

• **What does this projection allow the City to do?**

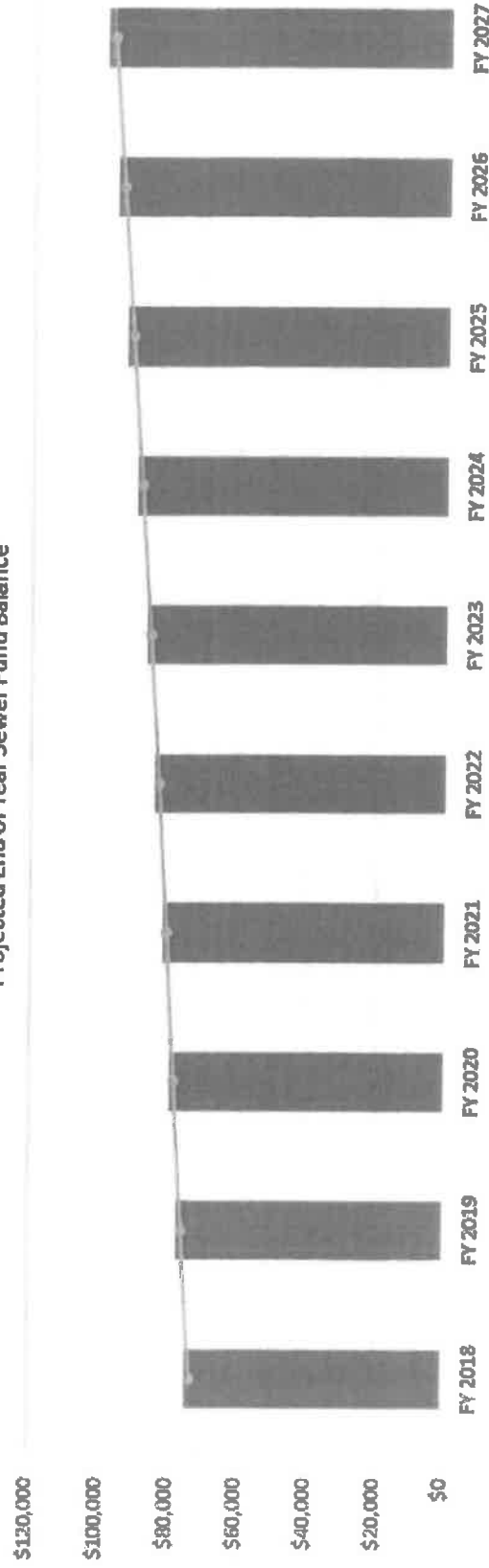
- Fully fund the day to day operations and reserve requirements of the sewer collection system
- Televise all sewer lines within the next fiscal year (FY 2018)
- Spend \$6.8 million on line replacement from FY 2018 through FY 2022. (increase of about \$3.0 million)

# Rate Study Results – Scenario 2 (December 15, 2016)



# Rate Study Results – Scenario 2 (December 15, 2016)

Projected End of Year Sewer Fund Balance



Sewer Fund Operating Reserve Cash Balance
  Sewer Fund Unrestricted Cash Balance
  Target Sewer Fund Operating Coverage

(monthly)	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Residential Bill	\$27.50	\$28.00	\$28.50	\$29.00	\$29.50	\$30.00	\$30.50	\$31.00	\$31.50	\$32.00
\$ Change	\$21.00	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50

# Rate Study Results – Scenario 3 (April 3, 2017)

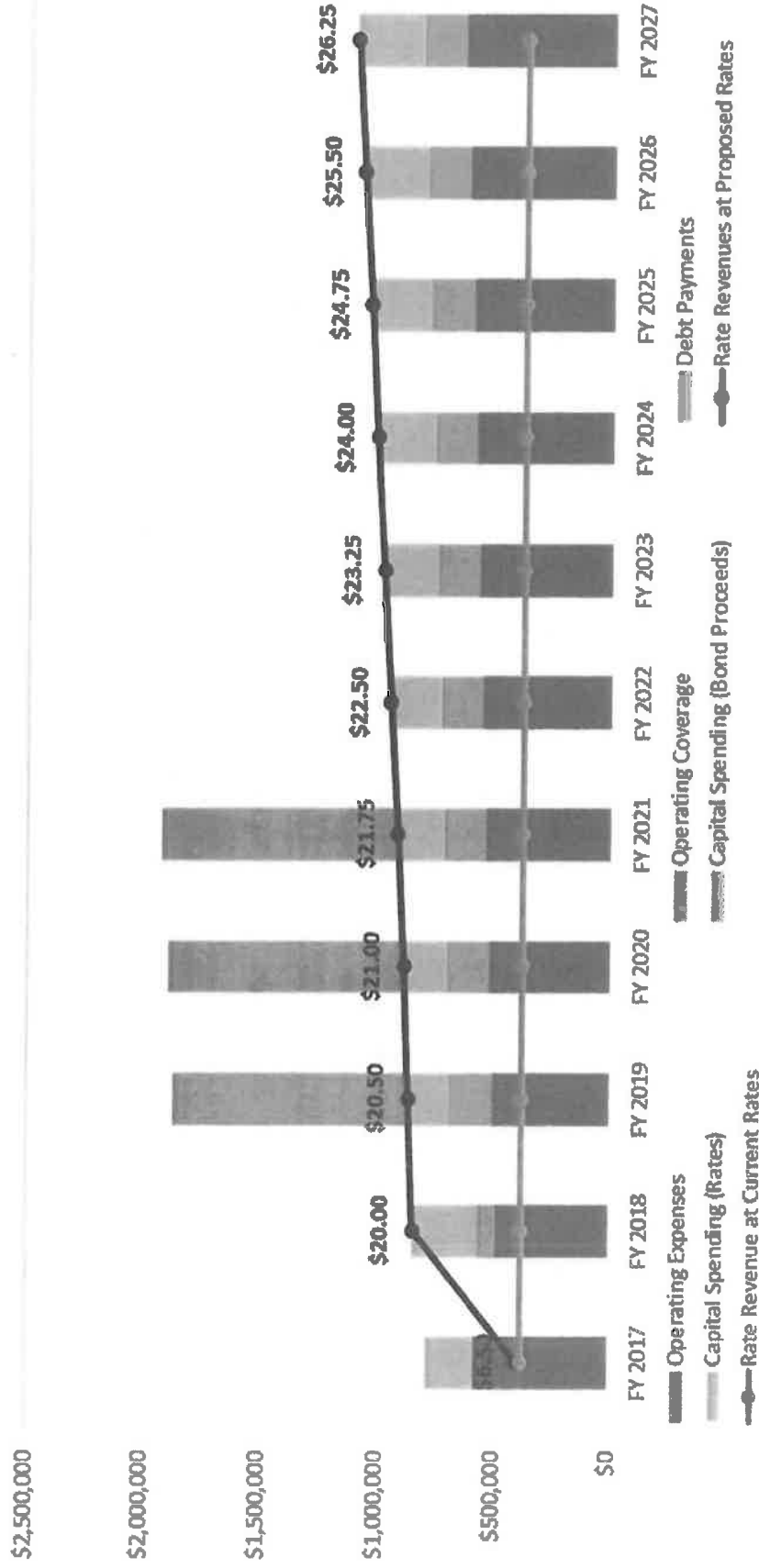
	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022
Operating Expenses	490,052	506,952	521,669	536,949	552,917
Operating Coverage	73,508	2,535	2,208	2,292	2,395
Debt Payments	-	183,470	183,470	183,470	183,470
Capital Spending (Bond Proceeds)	-	1,000,000	1,000,000	1,000,000	-
Capital Spending (Rates)	283,500	176,248	183,701	199,297	214,186
<b>Total Expenses</b>	<b>\$847,060</b>	<b>\$1,869,205</b>	<b>\$1,891,047</b>	<b>\$1,922,008</b>	<b>\$952,969</b>
Revenue at Current Rates*	\$379,852	\$1,379,852	\$1,379,852	\$1,379,852	\$379,852
Annual Surplus / (Deficit)	(\$467,208)	(\$489,352)	(\$511,195)	(\$542,156)	(\$573,116)
Revenue at Proposed Rates*	\$847,362	\$1,869,205	\$1,891,047	\$1,922,008	\$952,969
Annual Surplus / (Deficit)	\$302	-	-	-	-

\* Revenue includes use of bond proceeds to support capital spending

- **What does this projection allow the City to do?**
  - Fully fund the day to day operations and reserve requirements of the sewer collection system
  - Televise all sewer lines within the next fiscal year (FY 2018)
  - Spend \$3.8 million on line replacement from FY 2018 through FY 2022. (Same as Scenario 1)



# **Rate Study Results – Scenario 3 (April 3, 2017)**

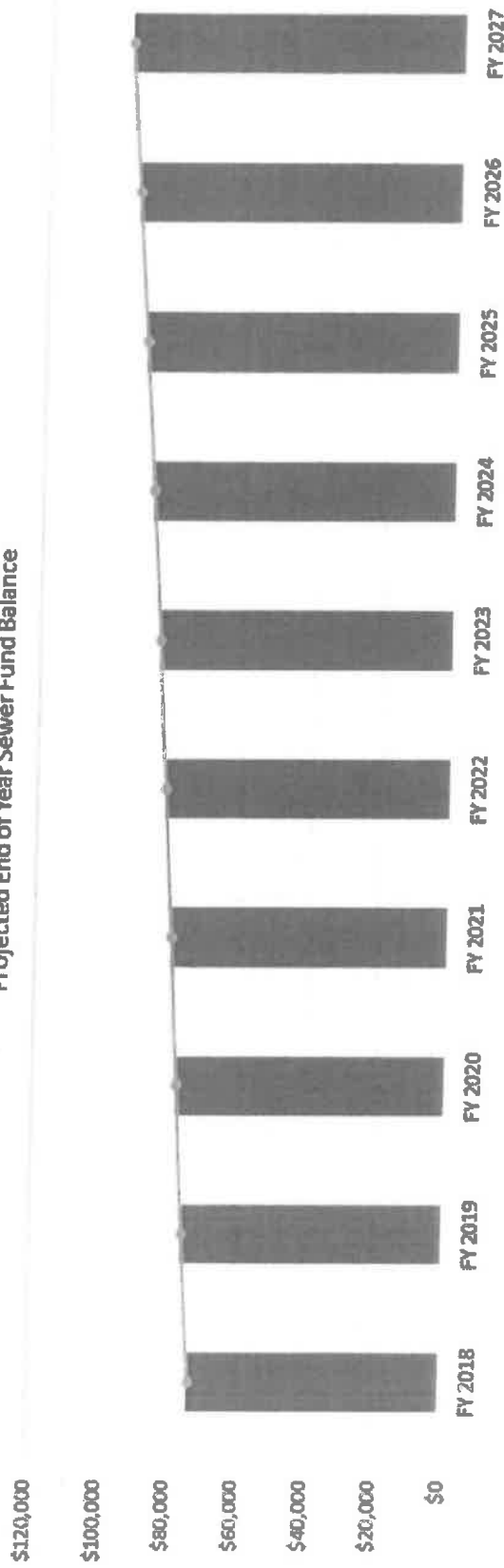




# Rate Study Results – Scenario 3 (April 3, 2017)



Projected End of Year Sewer Fund Balance



	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
<b>(monthly)</b>										
<b>Residential Bill</b>	\$20.00	\$20.50	\$21.00	\$21.75	\$22.50	\$23.25	\$24.00	\$24.75	\$25.50	\$26.25
<b>\$ Change</b>	\$13.50	\$0.50	\$0.50	\$0.75	\$0.75	\$0.75	\$0.75	\$0.75	\$0.75	\$0.75



## Discussion / Questions



Eric Callocchia

Senior Manager

[eric.callocchia@mfsgilc.com](mailto:eric.callocchia@mfsgilc.com)



911-A Commerce Road

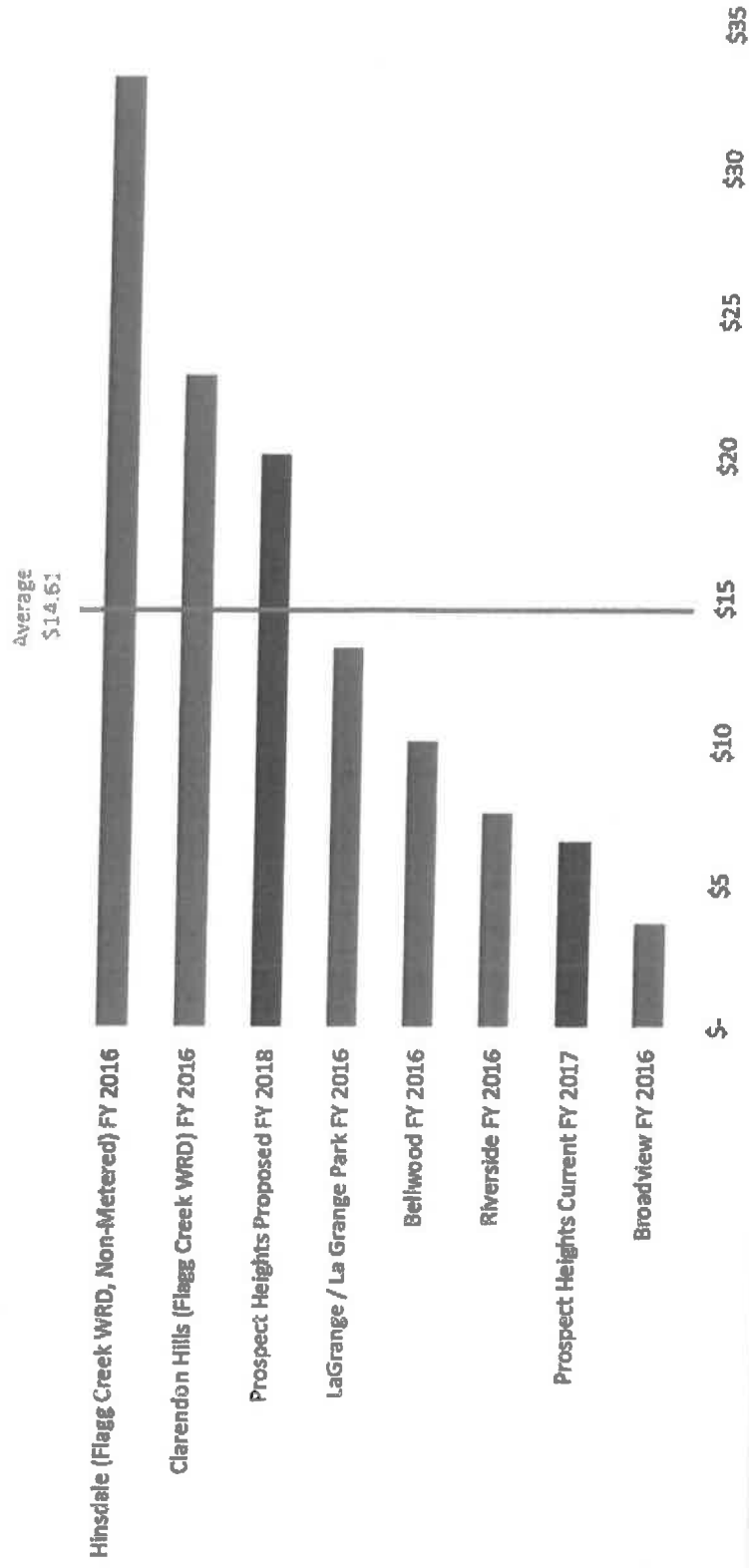
Annapolis, MD 21401

410-266-9101

	Actual		Estimated		Projected			
	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	
<b>Sewer Rate Increase</b>								
<b>Months Effective</b>								
			207.0%	3.0%	3.0%	3.0%	3.0%	
			12	12	12	12	12	
<b>Sewer Fee per Month</b>								
Residential	\$ 6.50	\$ 6.50	\$ 20.00	\$ 20.50	\$ 21.00	\$ 21.75	\$ 22.50	
Commercial	\$ 8.00	\$ 8.00	\$ 24.50	\$ 25.25	\$ 26.00	\$ 26.75	\$ 27.50	
Multi Units (Base)	\$ 16.00	\$ 16.00	\$ 49.00	\$ 50.50	\$ 52.00	\$ 53.50	\$ 55.00	
Multi Units (Additional)	\$ 2.00	\$ 2.00	\$ 6.25	\$ 6.50	\$ 6.75	\$ 7.00	\$ 7.25	
Special Service Area 1	\$ 6.50	\$ 6.50	\$ 20.00	\$ 20.50	\$ 21.00	\$ 21.75	\$ 22.50	
Special Service Area 2	\$ 6.50	\$ 6.50	\$ 20.00	\$ 20.50	\$ 21.00	\$ 21.75	\$ 22.50	
Special Service Area 3	\$ 6.50	\$ 6.50	\$ 20.00	\$ 20.50	\$ 21.00	\$ 21.75	\$ 22.50	
Special Service Area 4	\$ 6.50	\$ 6.50	\$ 20.00	\$ 20.50	\$ 21.00	\$ 21.75	\$ 22.50	

[illegible]

# Monthly Sewer Collection Bill - Residential Customer



Thomas J. Lester  
815-490-4908  
tjester@hinshawlaw.com

**ATTORNEYS AT LAW**

100 Park Avenue  
P.O. Box 1389  
Rockford, IL 61105-1389

815-490-4900  
815-490-4901 (fax)  
www.hinshawlaw.com

May 30, 2017

**VIA E-MAIL: jsfondilis@wheelingil.gov**

Mr. Jon Sfondilis  
Village Manager  
Village of Wheeling  
2 Community Boulevard  
Wheeling, IL 60090

**VIA E-MAIL: jwade@prospect-heights.org**

Mr. Joe Wade  
City Administrator  
City of Prospect Heights  
8 N. Elmhurst Road  
Prospect Heights, IL 60070

Dear Jon and Joe:

The Board of Chicago Executive Airport at its last meeting voted to recommend certain amendments to the Intergovernmental Agreement by and between the Village of Wheeling and City of Prospect Heights, collectively the "Municipalities," for the operation of Chicago Executive Airport. I wasn't sure who to send it to in order to get the process going, so I am forwarding this on to both of you. The Chicago Executive Airport Board respectfully requests the Municipalities to consider the changes.

Attached please find redlined and clean versions of the IGA. The redlined version reflects the changes which the Airport is requesting the Municipalities to consider. Some explanation of the changes may be helpful.

1. CEA is very cognizant of the Municipalities' desire that events sponsored by the Airport be divided between the City and the Village. CEA currently has its Christmas party at the Hilton and likes that location and would like to keep it there. Therefore, as long as the Christmas party stays at the Hilton and there is only one scheduled joint meeting a year, the Airport would like to schedule the joint meeting in Wheeling. That way each Municipality will have at least one event sponsored by the Airport each year. If circumstances were to change, then of course, the Airport would take note of that. The proposed change to Section 3.D provides the Airport with some flexibility now that there is only one joint meeting a year.
2. In Section 4.F, the CEA Board requests simplification of compensation to Board Members. The amount of compensation is not changed, the change merely reflects that the compensation is paid on a monthly basis regardless of attendance at the monthly Board meeting. The Board feels that as Directors they attend many meetings outside of the regular monthly meeting and should not be penalized because of an infrequent conflict with the regular Board meeting schedule.

Mr. John Sfondilis  
Mr. Joe Wade  
May 30, 2017  
Page 2

3. The change to Section 4.G.8 of the IGA is meant to delete a phrase that the FAA finds objectionable. The Board's commitment to develop and implement noise abatement practices remains in place.
4. The change to Section 4.H.9 is a technical correction.
5. The change to Section 5.C is recommended by the CEA Board, as the CEA Board feels it is in the best position to appoint, remove or discipline the Executive Director. The Board is also very cognizant of the fact that if either Municipality has a significant issue or problem with the Executive Director, it can make those feelings known through their appointed Board Members.

The above are the only substantive changes recommended by Chicago Executive Airport Board to the Municipalities for their consideration. If you have any questions, please feel free to contact me.

Very truly yours,

HINSHAW & CULBERTSON LLP



Thomas J. Lester  
TJL:riy  
Attachment

cc: Board of Directors, Chicago Executive Airport  
Jamie Abbott



**Amended and Restated  
Intergovernmental  
Agreement (IGA)  
for the operation of  
  
CHICAGO EXECUTIVE AIRPORT**

**between  
The Village of Wheeling  
and  
The City of Prospect Heights**

**June \_\_\_\_\_, ~~2013~~2017**

**An Intergovernmental Agreement**  
**Between**  
**The Village of Wheeling**  
**and**  
**The City Of Prospect Heights**  
**for The Organization, Operation and Maintenance**  
**of Chicago Executive Airport**

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Amended and Restated  
Intergovernmental Agreement between  
The Village of Wheeling and the City of Prospect Heights  
for the Organization, Operation and Maintenance  
of Chicago Executive Airport

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_June,  
~~2013~~2017, by and between the Village of Wheeling, Illinois and the City Of Prospect Heights,  
Illinois, (both jointly referred to herein as the "Municipalities").

WITNESSETH:

WHEREAS, the City of Prospect Heights (the "City") is an Illinois municipal corporation located in Cook County, Illinois, and the Village of Wheeling (the "Village"), is an Illinois municipal corporation located in Cook and Lake Counties, Illinois; and

WHEREAS, the City and the Village are authorized, pursuant to Article VII, Section 10 of the Illinois Constitution of 1970 and 5 ILCS 220/1 et seq., to enter into intergovernmental agreements; and

WHEREAS, 620 ILCS 20/1 et seq. specifically authorizes intergovernmental cooperation for the joint establishment and operation of an airport and accessory facilities; and

WHEREAS, the City and the Village are each authorized, pursuant to 65 ILCS 5/11-103-1, to acquire, maintain, and operate airports and landing fields; and

WHEREAS, the Village is a home-rule municipality having all powers provided pursuant to Article VII, Section 6 of the Illinois Constitution of 1970; and

WHEREAS, the City and the Village, through their legislative bodies, have previously provided for the joint establishment and operation of a municipal airport; and

WHEREAS, the Village and the City previously entered into a Final Grant Agreement with the Federal Aviation Administration of the United States of America for the acquisition and development of Palwaukee Airport n/k/a Chicago Executive Airport (the "Airport"); and

WHEREAS, the Village and the City have previously entered into Agency and Participation Agreements with the State to sponsor projects for the acquisition and further development of the Airport as a public air navigation facility; and

WHEREAS, the Village and the City have heretofore entered into an Intergovernmental Agreement dated February 26, 1985, providing for the joint operation and development of the Airport (the "Original Agreement"), several amendments to the Original Agreement, and an Amended Intergovernmental Agreement, dated September 5, 1989 (the "First Amended Agreement") and other intergovernmental agreements with respect to the joint establishment and development of an airport and accessory facilities ; and

WHEREAS, on July 1, 2005, the City and Village entered into an Intergovernmental Agreement relating to the joint establishment, development and operation of the Airport which replaced and superseded the Original Agreement and the First Amended Agreement. The Intergovernmental Agreement has been amended from time to time since July 1, 2005.

WHEREAS, on December 23, 2013, the City and Village entered into an Amended and Restated Intergovernmental Agreement relating to the joint establishment, development and operation of the Airport which replaced and superseded the Original Agreement, the First Amended Agreement, and the July 1, 2005 Agreement.

WHEREAS, the Village and the City find it necessary and desirable to replace the Intergovernmental Agreement, as amended, and any other agreements relating to the joint

establishment and development of the Airport with this Amended and Restated Intergovernmental Agreement (the "Agreement").

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein contained, the City and the Village hereby agree as follows:

## **SECTION 1. GENERAL PROVISIONS**

The above recitals are hereby incorporated as part of this agreement.

### **1.A. Establishment**

The Municipalities hereby agree to continue to operate and maintain Chicago Executive Airport (the "Airport") (as described on Exhibit A attached hereto and by reference made a part hereof) as a public general aviation facility, in accordance with the terms and conditions set forth herein and agree that the Airport shall be known and referred to as Chicago Executive Airport.

This Agreement shall be a comprehensive amendment of the Intergovernmental Agreement and this document shall be the sole document constituting the Intergovernmental Agreement.

### **1.B. Goals and Objectives.**

The Municipalities are joint and equal owners of the Airport and the assets thereof and shall bear equal responsibility for the maintenance and operation of the Airport and for the costs and expenses of its operation. It is further agreed, however, that neither Municipality shall be required to expend funds other than Airport Revenue for the operation of the Airport.

This Agreement is made in furtherance of the following goals and objectives:

1. to operate, manage, maintain, and provide for the local portion of any future development of the Airport out of Airport Revenues;

2. to develop policies and practices to ensure that the development and operation of the Airport minimizes any negative impact upon the citizens of either Municipality or the residents of the area surrounding the Airport;

3. to develop and implement community public relations activities through which residents and community organizations can express their concerns;

4. to develop and promulgate compatible zoning in areas surrounding the Airport to eliminate land use conflicts;

5. to develop and implement practices and procedures to improve the positive environmental impact and minimize any negative environmental impact of the Airport on surrounding areas; and

## **SECTION 2. TERMS DEFINED**

Airport Revenue -- Those revenues generated by the Airport from Airport operations, including but not limited to rentals, tolls, fees and charges. The term Airport Revenue shall not include, however, any revenues, fees, or taxes, which are received by either Municipality independent of ownership of the Airport, including but not limited to municipal retailer's occupation tax, real estate property taxes, utility taxes, motor fuel taxes, hotel taxes, personal income tax rebates, sales taxes, license and permit fees, special assessments, fines, gifts, and interest on investments of such funds.

Corporate Authorities -- The Mayor and the City Council of the City of Prospect Heights, and the President and Board of Trustees of the Village of Wheeling.

Debt Obligation -- Any instrument which provides for a method of financing the acquisition, operation or maintenance of the Airport.

Revenue Obligations -- Any debt instrument issued by the City, the Village or both Municipalities which instrument is secured solely by Airport Revenues and any credit-enhancement devices, including but not limited to letters of credit, bond insurance or other devices used to enhance the marketability of any obligations.

### **SECTION 3. POWERS RESERVED TO THE MUNICIPALITIES**

#### **3.A. Specific Powers.**

The following powers are specifically reserved to the Municipalities:

1. appointment of the Chairman and Members of the Chicago Executive Airport Board of Directors (hereinafter, the "Board"), subject to the provisions of this Intergovernmental Agreement;
2. approval of the Airport Layout Plan submitted to the Federal Aviation Administration and the State of Illinois, rules, regulations and minimum standards for the operation of the Airport ("Governance Documents");
3. approval of any agreements with lessees, businesses or other parties operating at the Airport, which proposed agreements provide for airport access, "through the fence operations" or otherwise do not conform with the Governance Documents;
4. approval of any Debt Obligation or Revenue Obligation, as defined above;
5. approval of the annual budget of the Airport and the Board, provided that if either Municipality fails to approve the proposed budget, the Board is authorized to proceed with funding and expenditures on a temporary basis under the prior year's approved budget until such time as the Municipalities approve the current budget;
6. approval of any land acquisition for the Airport.



### **3.B. Delegated Powers.**

All other powers and duties related to the Airport shall be exercised by the Board pursuant to Section 4 hereof.

### **3.C. Arbitration.**

In the event that the Municipalities are not in agreement with respect to a specific exercise of the powers reserved to them, and such disagreement continues for a period of more than 90 days, then the disagreement shall be submitted by the Board to the American Arbitration Association (the "Association") for binding arbitration and resolution of the disagreement in accordance with the rules and procedures of the Association. The arbitrator selected through the Association shall be a person with prior experience relating to general aviation, and all costs of arbitration shall be equally divided between and paid by the Municipalities. The standard to be used by the arbitrator is the best interests of the Airport in accordance with the Airport's goals as stated herein; provided that any decision by the arbitrator shall not violate the provisions of this Agreement.

### **3.D. Joint Meetings, Call.**

1. There shall also be a joint meeting of the Airport Board, the City Council, and the Village Board of Trustees, and attended by the Airport Manager, to be held one time per year during the third quarter of each calendar year, on a date and time to be determined by the City Mayor and the Village President. ~~The location of the meetings shall be held at a site alternating between each Municipality. The agenda for such meetings shall be prepared jointly by the Airport Manager, Village President and City Mayor, but shall include an annual report on the operations and financial condition of the Airport.~~

2. A special joint meeting of the Airport Board, the City Council, and the Village Board of Trustees may be called by agreement of the Mayor of the City and the President of the Village.

## **SECTION 4. BOARD**

### **4.A. The Board.**

The Board shall be known as the Chicago Executive Airport Board of Directors (the "Board") which shall have those powers and duties set forth herein. The existing board at the time of the approval of this Amended and Restated Intergovernmental Agreement will continue as then constituted with the term of office for Board Members and officers to remain unaffected.

### **4.B. Membership and Terms.**

1. The Board shall consist of seven (7) members — a Chairman, three (3) Members appointed by the Mayor of the City with the approval of the City Council, and three (3) Members appointed by the Village President with the approval of the Board of Trustees. While not required to do so, either the Village or the City may appoint up to one (1) elected official of the Village or the City to be a Member of the Board. No elected officer of the Village or the City is eligible to serve as the Chairman of the Board.

2. The Members appointed by the Mayor of the City shall be residents of the City, and the Members appointed by the Village President shall be residents of the Village.

3. All Board Member appointments shall be for terms of three (3) years, except for the Chairman, whose term shall be four (4) years as provided for in Section 4.B(7). Each Municipality may provide for term limits for its appointed members.

4. Vacancies on the Board shall be filled as promptly as possible by the appropriate appointing authorities. Appointments to fill any vacancy shall be for the remainder of the vacant term.

5. In addition to the other duties and responsibilities of the Members as set forth herein, it shall be the responsibility of the Members to keep their respective appointing Municipality informed as to events and issues at the Airport in such a manner and in such a form as may be established by the respective appointing Municipality.

6. Any Member shall be subject to removal in accordance with the policies and procedures adopted by such Member's Municipality. A Member having been duly appointed shall otherwise continue to serve after the expiration of his term until his successor has been appointed. No Member appointed shall have a direct financial interest, gain or income from any operations at the Airport at any time during the Member's term.

7. The Chairman of the Board shall be selected and appointed by the joint decision of the Mayor of the City and the Village President of the Village. Each Municipality may establish its own procedures for directing the Mayor or the President, respectively, in making his or her appointment of a Chairman. The Chairman shall have no direct financial gain or income from any operations of any user at the Airport. The Chairman may be, but shall not be required to be, a resident of either the Village or the City. The Chairman shall serve a term of four (4) years. No Chairman shall serve for more than two consecutive terms. The Chairman may only be removed from office upon the joint agreement of the Mayor of the City and the President of the Village, or if he/she is unwilling or unable to act.

8. The Chairman shall be the presiding officer at all meetings of the Board. The Chairman shall be considered a Member of the Board, shall only vote on matters in the event of a

tie vote by the Members and shall have the right to participate in debate and discussion. The Chairman shall act as official spokesperson of the Board and shall perform all additional duties as may be directed by the Board, or as prescribed under the Board's rules or orders. Except as provided for in this Section 4.B(8) and Section 4.E, the Chairman shall have no other duties or authority.

**4.C. Election of Other Board Officers.**

1. The Board shall elect from its own members a Vice Chairman, Secretary, and Treasurer. Election of these offices shall take place in the first instance at the first meeting of the Board, and thereafter during the regularly scheduled Board meeting during the month of February. The term for each office shall be for one year, from March through February.

2. The Vice-Chairman shall assume all of the duties and the obligations of the Chairman upon the temporary absence or temporary disability of the Chairman, or other interim period created by a vacancy in the office of Chairman. Any person who has served as vice chairman and has assumed the duties of the Chairman for a period of greater than one year upon a vacancy in the office of Chairman which lasted for a period of greater than one year shall not be eligible to serve as Vice-Chairman, irrespective of whether such vacancy in the office of chairman occurred prior to the effective date of this Amended and Restated Intergovernmental Agreement.

3. The Secretary shall perform the duties and responsibilities as prescribed by the Board.

4. The Treasurer shall perform the duties and responsibilities as prescribed by the Board.

#### **4.D. Vacancies**

Upon the resignation, removal, or permanent disability of the Vice Chairman, Secretary or Treasurer of the Board, or any other circumstance that would leave a vacancy of an office, the Board upon notice of such occurrence shall at the next regular meeting of the Board hold a special election to fill said vacancy. An officer elected by special election shall serve only the remainder of the year term left open by his predecessor.

#### **4.E. General**

There shall be no restriction on the number of times any Member may hold office. The terms of regularly elected officers are concurrent. In order to be elected to office, a nominee must receive more votes than any other nominee. The nominee is not required to receive a majority of all appointed Board Members. In the event an election is tied, the Chairman shall call for one additional vote. If a tie occurs on the second vote, the Chairman shall appoint the office from one of the nominees tied for the office in the last vote.

#### **4.F. Compensation of Board Members**

The Chairman shall receive a monthly stipend of \$300 ~~and an additional \$100 for each regular monthly Board meeting attended (special meetings shall not be compensated), and the~~ 400, ~~and the other~~ appointed Members of the Board shall receive a monthly stipend of \$150 ~~and an additional \$100 for each regular Board meeting attended~~ 250, so long as they hold such office, unless otherwise prohibited by law. The Chairman and Members shall be entitled to reimbursement for all expenses reasonably incurred in carrying out the duties and responsibilities of the Board, provided a Member receives approval of such reimbursement of expenses by a majority vote of the Board.

#### **4.G. General Powers and Duties of the Board.**

The Board shall have the following powers and duties:

1. to define the duties and responsibilities of the Secretary and Treasurer and any additional duties of the Chairman of the Board;
2. to propose for approval by the Municipalities an annual budget for the Airport in accordance with Section 3.A.3 above;
3. to designate within said annual budget the specific line item budgeted amounts and, after approval of the budget and as reasonably appropriate, to transfer category amounts within the same budget department;
4. to enter into contracts for and make expenditures for items in the annual budget of the Board;
5. to conduct such studies and to develop such programs, recommendations, or findings as may be requested by the Village and the City;
6. to develop policies and practices to ensure that the development and operation of the Airport minimizes any negative impact upon the citizens of either Municipality or the residents of the area surround the Airport;
7. to develop and implement community public relations activities through which residents and community organizations can express their concerns;
8. to develop and implement noise abatement practices and procedures in order to decrease and maintain Airport-generated noise levels;
9. to develop and implement practices and procedures to improve the positive environmental impact and minimize any negative environmental impact of the Airport on surrounding areas;

10. to develop and implement plans for storm water management within the Airport to assist in the reduction of flooding in surrounding areas;
11. to make recommendations to the Village and City on private financing of Airport improvements, studies, and land acquisitions;
12. to evaluate and provide direction to the Executive Director;
13. to recommend amendments to this Intergovernmental Agreement between the Village and the City;
14. to review and recommend for approval by the Municipalities an Airport Layout Plan for the Airport;
15. to enter into any fixed base operator agreements, land leases, rental agreements and all other agreements;
16. to submit grant applications to Federal and State agencies for improvements, studies or land acquisition associated with the Airport, provided that such projects are within the approved Airport Layout Plan;
17. to submit and execute on behalf of the Municipalities all other documents, agreements, assurances and contracts with any federal or state agencies pursuant to projects within the approved Airport Layout Plan;
18. to employ or enter into budgeted contracts of employment of any person, firm, corporation, and for professional services, necessary and desirable for the accomplishment of the Objectives and the proper administration, management, protection or control of the Airport;
19. to recommend amendments to the Governance Documents;
20. to set rates and charges for airport usage;

21. to sue in its own name and on behalf of the Municipalities with the approval of both Municipalities for Airport related matters; and

22. to exercise all other powers, not specifically reserved to the City and the Village, which are incidental, necessary, convenient or desirable to carry out and effectuate the specific powers provided above or for the operation and maintenance of the Airport as a general aviation facility.

#### **4.H. Board Meetings and Procedures**

1. The Board shall hold one regular monthly meeting at such time as designated by the Board. The meetings shall be held in the Board Chambers located at the Airport. All meetings of the Board shall be open and held in accordance with the provisions of the "Open Meetings Act", 5 ILCS 120/1 et seq., as amended from time to time. Any written notices required to be given shall be posted at the administrative offices of the Airport and at the site at which the meeting will be held.

2. Special meetings may be called by the Chairman or any three Members of the Board provided all Members are given a written notice 48 hours in advance of the special meeting. Appropriate public notice shall be issued pursuant to the "Open Meetings Act".

3. An agenda for regular and special meetings shall be prepared by the Executive Director and approved by the Chairman and shall be delivered to all Members of the Board five days prior to the meeting. Any Board Member shall be allowed to place a subject on the agenda provided such subject is submitted seven (7) days prior to the meeting. A standing order of business for all official meetings of the Board shall be adopted by the Board, which order shall include procedures for the changes in order of business or changes to the agenda and provisions for allowing citizen comments at all Board meetings.



4. The Executive Director or his/her duly appointed representative shall be responsible for keeping minutes of all meetings of the Board. The minutes shall be reduced to writing and submitted to the Board for review at least five days prior to the request for approval at the next regular meeting. The minutes shall not be released to the public until they are approved by the Board. The Board shall adopt additional procedures for the production, context, and public inspection of the minutes.

5. The Rules of Order of the Board shall consist of the provisions of this Section and any other written procedures subsequently adopted by the Board consistent with the latest edition of Robert's Rules of Order (including all amendments made since the printing of the most recent edition).

6. In order to conduct business, a quorum must be present at each meeting. For purposes of this Board, a quorum shall be defined as any four (4) members, which quorum may include the Chairman. The Chairman is eligible to vote only to break a tie.

7. For passage, every motion shall require an affirmative vote of a majority of all Members present at the meeting, or in the event of a tie including the Chairman. All motions passed by the Board which provide for review or approval by the Municipalities shall be effective from and after approval by both Municipalities without further Board action. All motions passed by the Board which require approval of the Municipalities (except as otherwise provided herein) shall fail if either Municipality does not approve or fails to act upon such motions. The failure of a Municipality to act on any motion for a period of 65 days following the referral of such motion by the Board shall be deemed a denial of such motion by the Municipality.

8. All actions which allow for review or require approval of the Municipalities, shall be transmitted to the Municipalities within seven (7) days after the consideration by the Board,

whether recommended or denied by the Board. All actions by the Municipalities shall be made in accordance with law and their procedures for hearing and passage of motions, resolutions or ordinances, as applicable.

9. **Executive Sessions of the Board.** The Corporate Authorities of the Municipalities, the Village Manager, the City Administrator and the respective attorneys for each Municipality shall be entitled to know the substance of any closed session meeting of the Board. In addition, there shall be no communication between the Board or the ~~Airport Manager~~Executive Director and any attorney representing the Board which is privileged from disclosure to the Corporate Authorities of the Municipalities, the Village Manager, the City Administrator and the respective attorneys for each Municipality. Moreover, disclosure of such communication to the Corporate Authorities of the Municipalities, the Village Manager, the City Administrator and the respective attorneys for each Municipality shall not be deemed a waiver of the attorney-client privilege. Elected officials of the municipalities may attend any closed session of the Board in order to observe but shall not participate in any closed session discussions unless said elected official is a member of the Board.

## **SECTION 5. EXECUTIVE DIRECTOR**

### **5.A. Responsibilities**

The Executive Director shall be responsible for the day-to-day operation of the Airport and supervision of all Airport employees, in conformity with the rules, regulations, and directions of the Board. The Executive Director shall comply with all the rules and regulations of the Federal Aviation Administration and the Illinois Department of Transportation, as applicable. The Executive Director must be accredited by the American Association of Airport Executives or in the process of receiving such accreditation. Except as to those powers and duties reserved to the

Municipalities or the Board, the Executive Director may take all necessary appropriate action with respect to the operation of the Airport or as otherwise directed by the Board. The Executive Director shall make such recommendations to the Board as he/she deems appropriate with respect to the Airport and shall report to the Board on all significant actions and activities at the Airport at the regularly scheduled Board meeting. For clarification purposes, the Executive Director reports to and takes direction from the Board, not from individual Board Members, the Chairman or the Corporate Authorities.

#### **5.B. Annual Review**

The Board shall conduct an annual evaluation of the Executive Director and the performance of his/her duties, in such manner and on such occasion as the Board shall determine and shall report to the Municipalities the results of the review.

#### **5.C. Appointment, Removal & Discipline**

~~1. The appointment, removal or any disciplinary action with respect to the Executive Director shall be the responsibility of the Board. Discussion of appointment, removal or any disciplinary action shall take place in executive session. However any final action regarding appointment, removal or any disciplinary action shall take place in open session in accord with the Open Meetings Act, 5 ILCS 120/1, et seq.~~

~~2. Reversion to Municipalities: Either municipality may call for and effect the transfer of authority for the appointment, removal or discipline of the Executive Director to the municipalities as set forth in this paragraph.~~

~~(i) Either Municipality may send a notice entitled "notice of transfer of authority over executive director" ("Notice of Transfer") to the other municipality.~~

~~(ii) Such Notice of Transfer may be sent to the other municipality and Airport Board in writing only within the 60 days after the 3-year anniversary of the effective date of this Amended and Restated Intergovernmental Agreement.~~

~~(iii) If no such Notice of Transfer is sent, the authority over the Executive Director shall remain with the Airport Board for another period of 3 years from the anniversary of the effective date of this Amended and Restated Intergovernmental Agreement.~~

~~(iv) The right of either municipality to issue a Notice of Transfer as set forth above shall arise every three (3) years from the anniversary of the effective date of this Amended and Restated Intergovernmental Agreement and shall remain open for 60 days from such anniversary date during the term of the IGA in accordance with this paragraph.~~

~~(v) If such Notice of Transfer is sent in a timely manner, the IGA shall be deemed amended so that the authority to appoint, discipline and remove the Executive Director shall be deemed moved from section 5.C.1 to Section 3.A.7. All actions with respect to such power may then be taken only by the Municipalities acting jointly.~~

~~(vi) This paragraph in no way limits the authority of the municipalities to jointly amend the IGA in accordance with Section 14 below.~~

## **SECTION 6. FINANCE**

### **6.A. Creation of Joint Airport Fund.**

For the purpose of accurately and adequately recording and accounting for the ownership, operations and funds contributed by the Municipalities to the joint undertaking evidenced by this Agreement, and for the purpose of providing the Board with monies for the necessary expenditures in carrying out the duties and functions required herein, the Municipalities hereby create a Joint Airport Fund and direct that it, and all properties therein, shall be held, supervised and maintained by the Board subject to the terms of this Agreement and applicable law. Within the Joint Airport Fund, and subject to paragraph B of this Section 6, the Board shall be authorized to create, designate and maintain such separate accounts as it shall consider proper in the sound management of its business and affairs.

#### **6.B. Revenues and Expenditures.**

Subject to the terms and provisions of any revenue bonds or other debt instrument of either of the Municipalities requiring otherwise and subject to any covenants contained in any ordinance authorizing joint revenue bonds, each of the Municipalities hereby covenant with each other that all Revenue received from the operations of the Airport shall be received and deposited to the credit of the Joint Airport Fund. Expenditures from said Fund may be made by the Board, as authorized herein, for any purpose deemed to be authorized by law in connection with the business and affairs of the operation of the Airport. No revenue bonds or other debt obligations shall be adopted by either Municipality without the approval and consent of the other Municipality, it being the intent of the Municipalities that conflicts in provisions relating to the Joint Airport Fund be avoided.

It is understood, however, that any obligations to the State of Illinois incurred by virtue of advances being made by the State on behalf of the Municipalities have been previously approved by the Municipalities and that such Airport obligations shall not require additional approval by either of the Municipalities.

The total expenditures from the Joint Airport Fund to be made in any fiscal year shall be set forth in a budget submitted to and approved by the Municipalities as provided in Section 3 above. However, the approval of the Municipalities shall not be withheld with respect to payment of principal or interest due on an outstanding revenue bond or other debt obligation issued by either Municipality for Airport purposes.

**6.C. Retailer's Occupation and Service Occupation Tax Revenue Sharing.**

For the purpose of promoting and providing for compatible commercial development on the Airport property in the best interests of the Airport and without regard to the specific Municipality within which such development may occur, the Municipalities agree:

1. Each Municipality shall account to each other the local share of Retailer's Occupation and Service Occupation Tax revenues generated by all businesses located on Airport property, and by all businesses operating adjacent to Airport property but accessing Airport property under the authority of an airport access agreement or other similar "through the fence" permit. The lesser local share tax percentage of the two Municipalities for such taxes shall be used as the amount contributed to such Revenue Sharing Fund by each Municipality. By way of example if one Municipality receives 1% as its local share of sales tax revenue and the other Municipality receives 1.5%, then each Municipality would contribute the 1% amount to the joint fund.

2. As of the date of this Amended and Restated Agreement, the local sales tax rate on general merchandise in the Village of Wheeling is 2% and in the City of Prospect Heights it is 1.5%.

3. The Municipalities shall share equally in the Revenue Sharing Fund and sharing shall be calculated annually based on a calendar year.

4. In the event a Municipality's local percentage of either tax revenue which it receives is increased in the future, then the new lesser tax percentage of the two Municipalities shall be used as the basis for determining the Revenue Sharing Fund contributions.

5. "Retailer's Occupation" and "Service Occupation" Taxes shall mean those taxes reported on form ST-1 and ST-2 to the Department of Revenue by businesses described in paragraph 1 above.

6. Revenue Sharing Fund. "Revenue Sharing Fund" shall mean an accounting function whereby the two municipalities determine and state the amount of Retailer's Occupation and Service Occupation Tax Revenue that each is required to share pursuant to the above formula.

7. By June 30 of each calendar year, each Municipality shall determine and state to the other the amount of Retailer's Occupation and Service Occupation Tax Revenue it received in the preceding calendar year from businesses described in paragraph 1 above. Such amounts shall be added together to determine the total Revenue Sharing Fund. The Revenue Sharing Fund shall be divided in two to determine the "Revenue Share" of each municipality. The municipality whose Retailer's Occupation and Service Occupation Tax Revenue is greater than its Revenue Share, shall pay the difference between such revenue received and the Revenue Share to the other municipality. Such payment shall be made within 30 days of such calculation.

8. The parties agree and acknowledge that they need the timely cooperation from the Illinois Department of Revenue to account for the above revenue sharing provision. Each agrees to enter into and maintain an information sharing agreement with the Department of Revenue as called for in 35 ILCS 120/11. To the extent that the Department of Revenue cannot promptly deliver reports for reported taxes, the above time periods shall be extended accordingly.

9. All Department of Revenue forms referenced above shall mean any functionally similar form in the event the Department of Revenue alters its form numbering scheme.

## **SECTION 7. GOVERNMENTAL PURPOSE**

The acquisition of any land or interest therein pursuant to this Agreement, the planning, acquisition, establishment, development, construction, improvement, maintenance, equipment, operation, regulation, protection and policing of the Airport and air navigation facilities, including the acquisition or elimination of airport hazards, and the exercise of any other powers herein granted to the Board, are hereby declared to be public and governmental functions exercised for a public purpose, and are municipal functions. All lands and other property and privileges acquired are hereby declared to be acquired for municipal, public and governmental purposes and as a matter of public necessity.

## **SECTION 8. REIMBURSEMENT AND PAYMENT OF EXPENDITURES**

Notwithstanding any other provision of this Agreement, the Municipalities agree that neither of the Municipalities will be required to use funds other than Airport Revenues for the acquisition, operation or maintenance of the Airport in any activity related to such purposes. A Municipality may elect to use funds other than Airport Revenues for such purposes, provided, however, that such funds shall be recoverable from Airport Revenues or proceeds of Airport Obligations only with the written consent of the other Municipality.

## **SECTION 9. FEDERAL AND STATE LAWS, REGULATIONS AND DIRECTIVES**

Notwithstanding any other provision of this Agreement, the Municipalities agree that the Airport shall be maintained and operated at all times in accordance with all federal and state laws, regulations and directives pertaining to the Airport. The Board is further designated by the Municipalities as the Airport Sponsor for purposes of any current and future federal and state grant obligations and assurances relating to the Airport, and the Board shall be responsible for



compliance with all such grant obligations and assurances. To the extent any provision of this Agreement is determined by the Federal Aviation Administration or the Illinois Department of Transportation to conflict with any federal or state law, regulation or directive, then the provisions of said law, regulation and directive shall control.

#### **SECTION 10. BUILDING CODES**

With respect to the construction of all buildings, improvements and structures on Airport property by the Board or any other person, the most restrictive building code of the Municipalities shall apply (unless waived by both Municipalities), regardless of the actual municipality within which boundaries the building, improvement or structure is located.

#### **SECTION 11. DURATION OF AGREEMENT**

The duration of this Agreement shall be for the term of 10 years or for the useful life of the Airport, whichever is longer, unless sooner terminated and dissolved by operation of law or by mutual agreement of the Village and the City; provided, however, that the same shall not be dissolved by mutual agreement of the parties if such action would violate the terms or provisions of (a) any outstanding revenue obligations relating to the acquisition and development of the Airport, or (b) any grant assurances or contractual obligations with any federal or state agency. Notwithstanding the foregoing, this Agreement shall continue in full force and effect until disposition of property under Section 12 of this Agreement. In the event that the duration of this Agreement as above set forth shall be a violation of (a) the rule against perpetuities or analogous statutory provisions, or (b) the rule restricting restraints on alienation, then the duration of this Agreement shall terminate 21 years after the death of the now living descendants of George W. Bush, President of the United States.

## **SECTION 12. DISPOSITION OF PROPERTY UPON TERMINATION**

As soon as practicable after termination of this Agreement, the City and the Village shall dispose of all property acquired under the Agreement, including surplus funds, in any manner they shall then agree upon and as approved by the Federal Aviation Administration and the State of Illinois. Upon termination of this Agreement the parties shall provide for the payment of principal and interest on outstanding Airport Obligations, if any.

## **SECTION 13. NOTICES**

All notices and submissions provided for herein shall be sent prepaid registered mail or prepaid mail return receipt requested to the parties at the following addresses or as they may respectively specify in writing at a later date:

To the City:                      City of Prospect Heights  
   8 North Elmhurst Road  
   Prospect Heights, Illinois 60070  
   Attention: City Clerk

To the Village:                  Village of Wheeling  
   2 Community Boulevard  
   Wheeling, Illinois 60090  
   Attention: Village Clerk

With a copy to:                Executive Director  
   Chicago Executive Airport  
   1020 South Plant Road  
   Wheeling, Illinois 60090

## **SECTION 14. ENTIRETY OF AGREEMENT AND AMENDMENTS**

This Agreement represents and constitutes the entire Agreement of the Village and the City as of the date hereof.

This Agreement may be amended at any time by agreement of the Village and the City, subject to the approval of the Federal Aviation Administration and the Illinois Department of Transportation, Department of Aviation, if required.

Any agreements supplemental hereto or amendatory hereof shall, to be effective and binding, be evidenced and represented by agreement in writing approved, executed and delivered in the same manner as this Agreement.

#### SECTION 15. SEVERABILITY

If any clause, sentence, paragraph, or part of this Agreement or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this Agreement or its application.

IN WITNESS WHEREOF, the parties hereto, acting under the authority of their respective governing bodies, have caused this Agreement to be executed.

VILLAGE OF WHEELING

CITY OF PROSPECT HEIGHTS

By \_\_\_\_\_  
Its President

By \_\_\_\_\_  
Its Mayor

ATTEST:

ATTEST:

\_\_\_\_\_  
Village Clerk

\_\_\_\_\_  
City Clerk

(SEAL)

<b>Summary report:</b> <b>Litéra® Change-Pro 7.5.0.221 Document comparison done on 5/26/2017</b> <b>3:42:09 PM</b>	
<b>Style name:</b> Default Style	
<b>Intelligent Table Comparison:</b> Active	
<b>Original DMS:</b> iw://HC07-DMS1/Rockford1/71317906/1	
<b>Modified DMS:</b> iw://HC07-DMS1/Rockford1/71317906/2	
<b>Changes:</b>	
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Delete	51
Move From	1
Move To	1
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	<b>89</b>

To: Joe Wade

From: Cheri Graefen

Date: July 19, 2017

Re: Shared Revenue

Listed below is the history of the City's shared revenues with the Village of Wheeling from the Chicago Executive Airport and the Village of Glenview in accordance with the Sanders Road Corridor Agreement.

**Chicago Executive Airport**

<i>Date received</i>	<i>Amount received</i>	<i>Received Fiscal Year</i>	<i>Applicable Year</i>	<i>Amount received</i>	
1.10.14	475,000.00	FY2014	FY2013 & prior	475,000.00	**
7.25.14	133,024.86	FY2015	FY2014	133,024.86	
7.1.15	137,678.25	FY2016	FY2015	137,678.25	
7.1.16	129,772.79	FY2017	FY2016	129,772.79	
7.12.17	132,367.14	FY2018	FY2017	132,367.14	
	<u>1,007,843.04</u>			<u>1,007,843.04</u>	

**Village of Glenview**

<i>Date</i>	<i>Amount</i>	<i>Received Fiscal Year</i>	<i>Amount received</i>
2.28.11	1,122.33	FY2011	1,122.33
1.27.12	1,229.19	FY2012	1,905.24
3.29.12	676.05	FY2013	705.38
10.18.12	572.67	FY2014	16,499.76
4.22.13	132.71	FY2015	4,092.52
9.19.13	10,597.92	FY2016	18,143.86
3.21.14	5,901.84	FY2017	54,873.60
9.22.14	4,092.52		<u>94,315.12</u>
10.12.15	3,569.72		
3.22.16	14,574.14		
10.24.16	17,445.58		
1.3.17	91.81		
4.12.17	37,336.21		
	<u>94,315.12</u>		

\*\* Settlement payment



Doc#: 0717080107 Fee: \$78.00  
 Eugene "Gene" Moore RHSP Fee: \$10.00  
 Cook County Recorder of Deeds  
 Date: 08/19/2007 09:18 PM Pg: 1 of 28

**THIS INSTRUMENT PREPARED  
 BY AND WHEN RECORDED  
 RETURN TO:**

Jeffrey M. Randall, Village Attorney  
 Robbins, Salomon & Patt, Ltd.  
 2222 Chestnut Avenue, Suite 101  
 Glenview, IL 60026-1674

## FIRST AMENDMENT TO MILWAUKEE ROAD AND SANDERS ROAD CORRIDOR AGREEMENT

THIS FIRST AMENDMENT TO MILWAUKEE ROAD AND SANDERS ROAD CORRIDOR AGREEMENT (this "First Amendment") is made and entered into as of the 19th day of September, 2006, by and between the VILLAGE OF GLENVIEW, an Illinois home rule municipal corporation ("Glenview"), by and through its President and Trustees (the "Glenview Corporate Authorities"), and the CITY OF PROSPECT HEIGHTS, an Illinois municipal corporation ("Prospect Heights"), by and through its Mayor and Aldermen (the "Prospect Heights Corporate Authorities").

### RECITALS

- A. Glenview is a home rule unit of local government by virtue of the provisions of the Illinois Constitution of 1970.
- B. Prospect Heights is a unit of local government and incorporated as a city pursuant to the applicable provisions of the Illinois Municipal Code.
- C. On or about June 17, 1997, Glenview and Prospect Heights entered into that certain Milwaukee Road and Sanders Road Corridor Agreement (the "Corridor Agreement"). A copy of the Corridor Agreement is attached hereto as Exhibit A.
- D. The Corridor Agreement establishes certain development standards and uses for unincorporated territories that may seek to annex and develop within either Glenview or Prospect Heights.
- E. Section 3A of the Corridor Agreement provides, in pertinent part, that Territory "A" shall be annexed to Prospect Heights and developed as single-family residential or as an office research park.

AC4253.08

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RECORDED FEE 78.00  
 DATE 6-19-07 COPIES 0  
 OK BY [Signature]

28p95

F. Section 3D of the Corridor Agreement provides, in pertinent part, that Territory "D" shall be annexed to Glenview and developed as an office research park.

G. Notwithstanding the uses referred to in Section 3A of the Corridor Agreement, based on current market conditions, Prospect Heights has expressed an interest in having greater flexibility with developers that may seek to develop Territory "A" (depicted on Exhibit B attached hereto) with single family residential, multi-family residential or office uses.

H. Notwithstanding the uses referred to in Section 3D of the Corridor Agreement, (i) Glenview has been in discussions with a certain developer that has expressed an interest in developing a portion of Territory "D" (depicted on Exhibit C attached hereto) as multi-family residential, and (ii) Glenview has been in discussions with certain developers and title holders that have expressed an interest in developing the remainder of Territory "D" (depicted on Exhibit D attached hereto) with office, multi-family residential, single family residential or commercial uses.

I. Approximately nine years have elapsed since Glenview and Prospect Heights entered into the Corridor Agreement. Based on current market conditions, the original uses contemplated for Territory "A" and Territory "D" have been determined to be no longer viable by the Glenview Corporate Authorities and the Prospect Heights Corporate Authorities.

J. In order to stimulate economic growth within the municipal boundaries of Glenview and Prospect Heights consistent with Recitals G and H above, the parties hereto desire to amend the Corridor Agreement to provide for the orderly development of Territory "A" and Territory "D" consistent with current market conditions.

K. Prospect Heights and Glenview desire to enter into this First Amendment to continue to preserve and protect the health, safety and welfare of each municipality in general and of the citizens residing in and around the Milwaukee Road and Sanders Road Corridor in particular.

L. Prospect Heights and Glenview have the power and authority to enter into this First Amendment pursuant to the provisions of Article VII, Section 10 of the Illinois Constitution of 1970, Section 11-12-9 of the Illinois Municipal Code, 65 ILCS 5/11-12-9 (1991), and the Illinois Intergovernmental Cooperation Act, as amended, 5 ILCS 220/1, Et Seq. (1991).

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, and other good and valuable considerations, the receipt and sufficiency of which are mutually acknowledged by the parties hereto, Glenview and Prospect Heights hereby agree to amend the Corridor Agreement as follows:

Section 1. Recitals. The foregoing recitals are hereby incorporated into this First Amendment.

Section 2. Amendment of Corridor Agreement.

(a) Glenview and Prospect Heights herein agree to amend the Corridor Agreement to allow: (i) the voluntary or involuntary annexation to Prospect Heights of Territory "A" and a

comprehensive mixed-use development thereof with single family residential, multi-family residential or office uses, (ii) the voluntary or involuntary annexation to Glenview of that portion of Territory "D" shown on Exhibit C and development thereof as multi-family residential, and (iii) the voluntary or involuntary annexation to Glenview of the remainder of Territory "D" and a comprehensive mixed-use development thereof with office, multi-family residential, single family residential or commercial uses.

(b) Neither Glenview nor Prospect Heights shall object to the voluntary or involuntary annexations or the development of Territory "A" and Territory "D" as referred to hereinabove; provided, however, that as to the development of Territory "A" and Territory "D," Glenview and Prospect Heights shall have the right, respectively, within 30 days after either Glenview and/or Prospect Heights approve a development within Territory "A" or Territory "D," as the case may be, to approve same, which approval shall not be unreasonably withheld. Approval by either Glenview or Prospect Heights shall be limited to site planning issues and not to the uses agreed upon hereinabove. In the event either Glenview or Prospect Heights does not approve the site plan of the proposed development of the other community, then each shall advise the other in writing of the specific reasons for non-approval with suggested changes within such 30-day period. If neither Glenview nor Prospect Heights objects to the site plan for the proposed development in either Territory "A" or Territory "D," such site plan shall be deemed approved without further action by either community.

Section 3. Revenue Sharing Agreement. In consideration of the agreement of the parties hereto with regard to the amendment of the Corridor Agreement as set forth in Section 2 above, Glenview hereby and herein agrees to share with Prospect Heights 8.20% of the total real estate property tax, sales tax and hotel/motel tax revenues received by Glenview as a result of the redevelopment of the Culligan site. The "Culligan site" is described as that portion of the territory depicted on Exhibit D and highlighted in yellow. The phrase "redevelopment of the Culligan site," as used in the first sentence of this Section 3, will commence on the date the first certificate of occupancy is issued for any new uses constructed on the Culligan site. Payment shall be made by Glenview to Prospect Heights on a semi-annual basis within 30 days of receipt by Glenview of real estate property tax payments from the Cook County Treasurer's Office.

Section 4. Continued Cooperation. The parties agree to continue to cooperate and work together to promote and achieve the goals of this First Amendment.

Section 5. Amendments to Official Documents. If necessary, Prospect Heights shall amend the Prospect Heights Zoning Code, Glenview shall amend the Glenview Zoning Code, and both parties shall amend their official zoning maps to reflect the understandings reached by the parties in this First Amendment.

Section 6. General Provisions.

(a) Complete Agreement. This First Amendment, including all exhibits hereto, constitutes the entire agreement between the parties hereto, except as it may be amended as provided by this section.



(b) Conflicts. In case of any conflict among the provisions of this First Amendment, including the exhibits attached hereto, that provision which best promotes the intent of the parties shall control.

(c) Amendments. No modification, addition, deletion, revision, alteration or other change to this First Amendment shall be effective unless and until such change is reduced to writing, approved by the Prospect Heights Corporate Authorities and the Glenview Corporate Authorities, by resolutions duly adopted, executed and delivered by the authorized representatives of the parties hereto.

(d) Notices. All notices and other communications in connection with this First Amendment shall be in writing, and any notice or other communication hereunder shall be deemed received by the addressee thereof when delivered in person at the address set forth below, or three business days after deposit thereof in any main or branch United States Post Office, certified or registered mail, return receipt requested, postage prepaid, properly addressed to the parties, respectively, or by facsimile transmission (which delivery is electronically confirmed), as follows:

For notices and communications to Prospect Heights:

City of Prospect Heights  
Attention: Matt Zimmerman, City Administrator  
8 N. Elmhurst Road  
Prospect Heights, Illinois 60070  
Fax No.: 847-392-4244

With a copy to:

Michael F. Zimmermann, City Attorney  
Raysas & Zimmermann, LLC  
22 South Washington Avenue  
Park Ridge, IL 60068  
Fax No.: 847-268-8614

For notices and communications to Glenview:

Village of Glenview  
Attention: Village Manager  
1225 Waukegan Road  
Glenview, Illinois 60025  
Fax No.: 847-724-1518

With a copy to:

Jeffrey M. Randall, Village Attorney  
Robbins, Salomon & Patti, Ltd.  
2222 Chestnut Avenue, Suite 101  
Glenview, Illinois 60026-1674  
Fax No.: 847-729-7390

By notice complying with the foregoing requirements of this Section 6(d), each party shall have the right to change the address or addresses or both for all future notices and communications to such party, but no notice of change of address shall be effective until actually received.

(e) Governing Laws. This First Amendment and the rights of the parties hereunder shall be interpreted and enforced in accordance with the laws of the State of Illinois.

(f) Changes in Laws. Unless otherwise explicitly provided in this First Amendment, any reference to laws, ordinances, rules or regulations shall include such laws, ordinances, rules or regulations as they may be amended or modified from time to time.

(g) Headings. The headings of the sections, paragraphs and other parts of this First Amendment are for convenience and reference only and in no way define, extend, limit, or describe the scope or intent of this First Amendment or the intent of any provision hereof.

(h) Litigation Against the Parties. If, during the term of this First Amendment, any lawsuits or proceedings are filed or initiated against either party before any court, commission, board, bureau, agency, unit of government or sub-unit thereof, arbitrator, or other instrumentality, that may materially affect or inhibit the ability of either party to perform its obligations under, or otherwise to comply with, this First Amendment, the party against whom the lawsuits or proceedings are filed or initiated shall promptly deliver a copy of the complaint or charge related thereto to the other party and shall thereafter keep the other party fully informed concerning all aspects of such lawsuit or proceeding. Such other party may join in such litigation in support of the other party in the manner and to the extent provided by law.

(i) Time of Essence. Time is of the essence in the performance of all terms and provisions of this First Amendment.

(j) Survival Clause. If any provision of this First Amendment is construed or held to be void, invalid or unenforceable in any respect, the remaining provisions of this First Amendment shall not be affected thereby, but shall remain in full force and effect.

(k) No Third Party Beneficiaries. Nothing in this First Amendment shall create, or be construed to create, any third party beneficiary rights in any person or entity not a signatory to this First Amendment.

(l) Counterparts. This First Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, and when taken together shall constitute the entire agreement between the parties.

(m) Effective Date. The Effective Date of this First Amendment shall be the date of recordation of this First Amendment in the office of the Cook County Recorder of Deeds, as required by state statutes. If either party to this First Amendment fails to execute this First Amendment within 30 days after having been notified in writing that the other party has executed this First Amendment, then, and in that event, this First Amendment shall be deemed to have been rejected by the party failing to execute same.

Section 7. The Corridor Agreement. All other terms, conditions and provisions of the Corridor Agreement not expressly amended or modified by this First Amendment shall remain unchanged and in full force and effect. To the extent that the terms and provisions of this First Amendment conflict with the Corridor Agreement, the terms and provisions of this First Amendment shall control.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed by their duly authorized representatives as of the date first above written.

GLENVIEW:

VILLAGE OF GLENVIEW, an Illinois home  
rule municipal corporation

By: Kerry D. Cummings  
Kerry D. Cummings, President

Attest:

Todd Hileman  
Todd Hileman, Village Clerk

PROSPECT HEIGHTS:

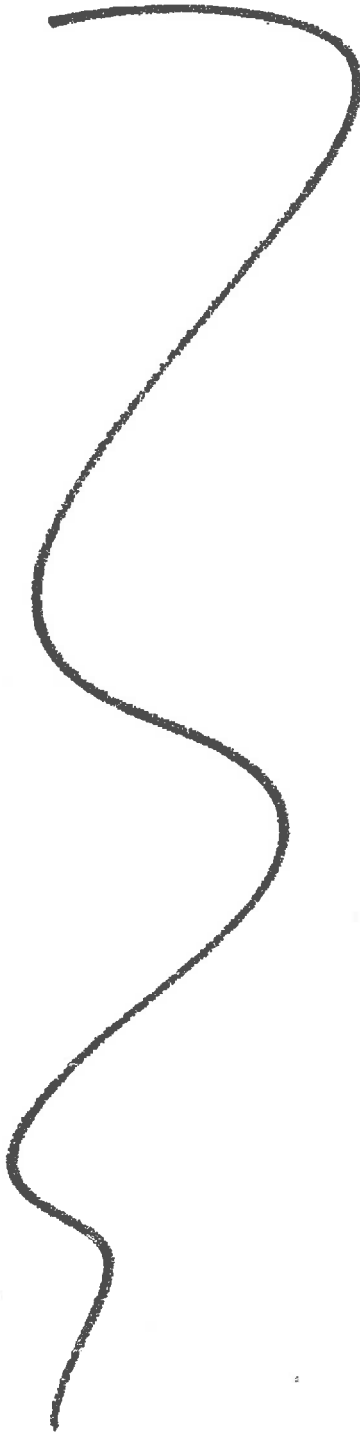
CITY OF PROSPECT HEIGHTS, an Illinois  
municipal corporation

By: Rodney Pace  
Rodney Pace, Mayor

Attest:

William Kearns  
William Kearns, City Clerk

# EXHIBIT A



RESOLUTION NO. 97-13

BE IT RESOLVED by the President and Board of Trustees of the Village of Glenview, Cook County, Illinois, as follows:

**SECTION 1.** An Agreement between the Village of Glenview and the City of Prospect Heights in substantially the form attached hereto as Exhibit "A" is hereby approved and the execution of said Agreement by the Village President and Village Clerk is hereby approved and authorized.

**SECTION 2.** This Resolution shall be in full force and effect upon its passage and approval as provided by law.

PASSED this 17th day of June, 1997.

AYES: Trustees Fuller, Kustra, McLennan, Patton, Stickney, Ulstrup

NAYS: None

ABSENT: None

  
Nancy L. Firfer, Village President

ATTEST:

  
Paul T. McCarthy, Village Clerk

RESOLUTION NO. R-97-46

**A RESOLUTION AUTHORIZING THE EXECUTION OF  
A BOUNDARY AGREEMENT**

**BE IT RESOLVED**, by the City Council of the City of Prospect Heights, Cook County, Illinois, as follows:

**Section 1.** An Agreement between the City of Prospect Heights and the Village of Glenview in substantially the form attached hereto as Exhibit "A" is hereby approved, and the execution of said agreement by the Mayor and City Clerk is hereby approved and authorized.

**Section 2.** This Resolution shall be in full force and effect upon its passage and approval as provided by law.

**PASSED** this 16th day of June, 1997

**APPROVED** this 23rd day of June, 1997

  
MAYOR

**ATTEST:**

  
CITY CLERK

**AYES:** Ahlstedt, Anderson, Donovan, Dujmovic; Koeppen, Miller, Monaco, O'Donoghue, Shirley and Teramani

**NAYS:** none

**ABSENT:** none

**MILWAUKEE ROAD AND SANDERS ROAD  
CORRIDOR AGREEMENT**

**AN INTERGOVERNMENTAL AGREEMENT ENTERED INTO  
BY AND BETWEEN  
THE CITY OF PROSPECT HEIGHTS  
AND  
THE VILLAGE OF GLENVIEW**

**DATED: JUNE , 1997**

**DRAFTED BY, AND UPON  
RECORDING RETURN TO:**

**DONALD J. KREGER  
SCHIFF, HARDIN & WAITE  
7200 SEARS TOWER  
CHICAGO, ILLINOIS 60606**

**AND**

**JEFFREY M. RANDALL  
ROBBINS, SALOMON & PATT, LTD.  
800 WAUKEGAN ROAD, SUITE 200  
GLENVIEW, ILLINOIS 60025**

**MILWAUKEE ROAD AND SANDERS ROAD  
CORRIDOR AGREEMENT**

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**LIST OF EXHIBITS**

<b>Exhibit A</b>	<b>Map of Territory A through D</b>
<b>Exhibit B</b>	<b>Standards for Development of Territory A through D</b>
<b>Exhibit C</b>	<b>Police Protection and Response Map</b>



## **MILWAUKEE ROAD AND SANDERS ROAD CORRIDOR AGREEMENT**

This Intergovernmental Agreement ("Agreement") is made and entered into as of this \_\_\_\_ day of June, 1997, by and between the VILLAGE OF GLENVIEW, an Illinois home-rule municipal corporation ("Glenview"), by and through its President and Trustees (the "Glenview Corporate Authorities"), and the CITY OF PROSPECT HEIGHTS, an Illinois municipal corporation ("Prospect Heights"), by and through its Mayor and Aldermen (the "Prospect Heights Corporate Authorities").

### **RECITALS**

**WHEREAS**, Glenview is a home rule unit of local government by virtue of the provisions of the Illinois Constitution of 1970; and

**WHEREAS**, Prospect Heights is a unit of local government and has incorporated as a city pursuant to the applicable provisions of the Illinois Municipal Code; and

**WHEREAS**, Glenview and Prospect Heights desire to establish certain jurisdictional boundaries between their respective municipalities in order to provide for responsible and compatible land use planning and administration; and

**WHEREAS**, Glenview and Prospect Heights desire to provide comprehensive long-range solutions to issues that may arise between their respective municipalities concerning annexation and zoning along Milwaukee Road and Sanders Road, north of Lake Avenue, a/k/a Euclid Avenue (hereinafter referred to as the "Milwaukee and Sanders Road Corridor"); and

**WHEREAS**, Glenview and Prospect Heights recognize that only through the cooperative efforts of their respective municipalities can the Milwaukee and Sanders Road Corridor be developed and maintained in a responsible and orderly manner; and

**WHEREAS**, Glenview and Prospect Heights desire to cooperate in and encourage both short-term and long-term infrastructure planning in the development of the Milwaukee and Sanders Road Corridor; and

**WHEREAS**, Glenview and Prospect Heights desire to establish a foundation for ongoing communication, consultation, and cooperation on matters of mutual interest between their respective municipalities; and

**WHEREAS**, Glenview and Prospect Heights are entering into this agreement which will hereafter be known as the Milwaukee Road and Sanders Road Corridor Agreement (the "Agreement") to preserve and protect the health, safety and welfare of the citizens and property owners who reside and work in each of their respective municipalities, generally, and of the citizens

and property owners residing and owning property in and around the Milwaukee and Sanders Road Corridor, in particular; and

**WHEREAS**, Glenview has the power and authority to enter into this Agreement pursuant to its home rule powers; in addition, Glenview and Prospect Heights have the power to enter into this Agreement pursuant to the provisions of Article 7, Section 10 of the Illinois Constitution of 1970; Section 11-12-9 of the Illinois Municipal Code, 65 ILCS 5/11-12-9 (1994); and the Intergovernmental Cooperation Act, as amended, 5 ILCS 220/2 etc.

**NOW THEREFORE**, in consideration of the mutual covenants and conditions set forth below, and other good and valuable considerations, the receipt and sufficiency of which are mutually acknowledged by the parties hereto, Glenview and Prospect Heights hereby agree as follows:

**WITNESSETH:**

**Section 1. PREMISES.**

The foregoing recitals are hereby made a part of this Agreement.

**Section 2. DEFINITIONS.**

For purposes of this Agreement, the following terms, phrases, words and their derivations will have the meanings provided herein, unless the context clearly indicates that another meaning is intended:

- A. *Municipal Services.* Services provided by municipalities for the benefit of real estate and the occupants thereof that are in the nature of public utilities, including, without limitation, such services as water, storm sewer, sanitary sewer, cable television and residential refuse collection, but not including police, fire and emergency medical and paramedic service.
- B. *Territory "A" through Territory "C".* The real estate depicted on the map attached hereto as Exhibit A and incorporated herein by reference and as further specifically described, as follows:
  - 1. *Territory "A".* The unincorporated real estate generally located north of Winkelman Road and west of Sanders Road, as identified by the following property index numbers:

04-19-400-002-0000  
04-19-400-005-0000  
04-19-400-006-0000  
04-19-400-008-0000  
04-19-400-009-0000

04-19-400-010-0000  
04-19-499-011-0000  
04-19-400-012-0000  
04-19-400-013-0000  
04-19-400-014-0000  
04-19-400-016-0000  
04-19-400-017-0000  
04-19-400-019-0000  
04-19-400-020-0000  
04-19-400-021-0000  
04-19-400-022-0000  
04-19-400-023-0000  
04-19-400-024-0000  
04-19-400-025-0000  
04-19-400-026-0000  
04-19-400-027-0000

2. *Territory "B"*. The unincorporated real estate generally located west of Sanders Road, south of the Illinois Tri-State Tollway, I-294, and comprising those single family lots located on Timberlane Drive and Evergreen Lane.
3. *Territory "C"*. The unincorporated real estate generally located north of Lake Avenue and east of Sanders Road, and comprised of single family homes on Greenleaf Avenue and multi-family residential units in the Salem Walk Development.
4. *Territory "D"*. The unincorporated real estate generally located west of the Illinois Tri-State Tollway, I-294, north of West Lake Avenue (Euclid) and south of Timberlane Drive and Evergreen Lane, and not otherwise described as Territory "A", "B", or "C".

Section 3. ANNEXATION AND DEVELOPMENT OF THE TERRITORY IN THE MILWAUKEE AND SANDERS ROAD CORRIDOR.

A. TERRITORY "A"

1. Annexation of Territory "A"
  - a. Glenview shall not object to the annexation by Prospect Heights of all or any portion of Territory "A".
  - b. Glenview shall neither voluntarily nor involuntarily annex all or any portion of Territory "A" and/or provide or offer to provide Municipal

Services to all or any portion of Territory "A" except as provided in Paragraph A.4. below.

2. Development of Territory "A" Upon Annexation By Prospect Heights. Glenview shall not object to the development or redevelopment of all or any portion of Territory "A" upon any annexation of such territory by Prospect Heights provided that the development or redevelopment of Territory "A" shall be consistent with the standards relating to Territory "A" as set forth in Exhibit B, a copy of which exhibit is attached hereto and incorporated herein by reference.
3. Development of Territory "A" by Any Third Party. In the event that an owner or other party with an interest in all or any portion of Territory "A" seeks to develop, redevelop or expand such territory in unincorporated Cook County or in a municipality other than Prospect Heights in a manner inconsistent with the standards set forth in Exhibit "B", both Glenview and Prospect Heights shall take all action necessary to register objections to such development with the governmental agencies and officials with jurisdiction over said redevelopment, development, or expansion.
4. Provision of Lake Michigan Water. In the event that Prospect Heights elects to utilize any portion of Territory "A" for Prospect Heights governmental use only, Glenview may provide a source of Lake Michigan water to Prospect Heights at Glenview's non-residential water rates. In addition, Glenview shall waive all connection fees for providing a source of Lake Michigan water to Prospect Heights within said Territory "A" as hereinabove described.

**B. TERRITORY "B"**

1. Annexation of Territory "B"
  - a. Glenview shall not object to the annexation by Prospect Heights of all or any portion of Territory "B".
  - b. Prospect Heights shall not object to the annexation by Glenview of all or any portion of Territory "B"
  - c. Glenview and/or Prospect Heights may provide or offer to provide Municipal Services to all or any portion of Territory "B"

2. Development of Territory "B" Upon Annexation by Glenview or Prospect Heights

- a. Glenview shall not object to the development or redevelopment of all or any portion of Territory "B" upon any annexation of such territory by Prospect Heights provided that the development or redevelopment of Territory "B", or any portion thereof, shall be consistent with the standards relating to Territory "B" as set forth in Exhibit B.
- b. Prospect Heights shall not object to the development or redevelopment of Territory "B" upon any annexation of such territory by Glenview provided that the development or redevelopment of Territory "B", or any portion thereof, shall be consistent with the standards relating to Territory "B" as set forth in Exhibit "B".

3. Development of Territory "B" by Any Third Party. In the event that an owner or other party with an interest in all or any portion of Territory B seeks to develop, redevelop or expand such territory in unincorporated Cook County or in a municipality other than Prospect Heights or Glenview in a manner inconsistent with the standards set forth in Exhibit B, both Glenview and Prospect Heights shall take all action necessary to register objections to such development with the governmental agencies and officials with jurisdiction over said redevelopment, development, or expansion.

C. TERRITORY "C"

1. Annexation of Territory "C"

- a. Prospect Heights shall not object to the annexation by Glenview of all or any portion of Territory "C".
- b. Prospect Heights shall neither voluntarily nor involuntarily annex all or any portion of Territory "C" and/or provide or offer to provide Municipal Services to all or any portion of Territory "C".

2. Development of Territory "C" Upon Annexation by Glenview. Prospect Heights shall not object to the development or redevelopment of all or any portion of Territory "C" upon any annexation of such territory by Glenview provided that the development or redevelopment of Territory "C" shall be consistent with the standards relating to Territory C as set forth in Exhibit B.

3. Development of Territory "C" by Any Third Party. In the event that an owner or other party with an interest in all or any portion of Territory "C" seeks to develop, redevelop or expand such territory in unincorporated Cook County or in a municipality other than Glenview in a manner inconsistent with the standards set forth in Exhibit B, both Glenview and Prospect Heights shall take all action necessary to register objections to such development with the governmental agencies and officials with jurisdiction over said redevelopment, development or expansion.

**D. TERRITORY "D"**

1. Annexation of Territory "D"
  - a. Prospect Heights shall not object to the annexation by Glenview of all or any portion of Territory "D".
  - b. Prospect Heights shall neither voluntarily nor involuntarily annex all or any portion of Territory "D" and/or provide or offer to provide Municipal Services to all or any portion of Territory "D".
2. Development of Territory "D" Upon Annexation by Glenview. Prospect Heights shall not object to the development or redevelopment of all or any portion of Territory "D" upon any annexation of such territory by Glenview provided that the development or redevelopment of Territory "D" shall be consistent with the standards relating to Territory "D" as set forth in Exhibit B.
3. Development of Territory "D" by Any Third Party. In the event that an owner or other party with an interest in all or any portion of Territory "D" seeks to develop, redevelop or expand such territory in unincorporated Cook County or in a municipality other than Glenview in a manner inconsistent with the standards set forth in Exhibit B, both Glenview and Prospect Heights shall take all action necessary to register objections to such development with the governmental agencies and officials with jurisdiction over said redevelopment, development or expansion.

**Section 4. SERVICING OF THE MILWAUKEE AND SANDERS ROAD CORRIDOR.**

For purposes of providing police protection and response, the parties shall adhere to the divisional lines depicted on a map attached hereto as Exhibit C, as the same may, from time to time, be modified by a joint written document executed by the respective Village Managers and Chiefs of Police of Glenview and Prospect Heights.

**Section 5. SPIRIT OF COOPERATION.**

- A. *Continued Cooperation.* The parties agree to continue to cooperate and work together to promote and achieve the goals of this Agreement.
- B. *Annual Meeting.* At least two members of the prospect Heights Corporate Authorities and at least two members of the Glenview Corporate Authorities, along with their respective Village Managers, shall meet together annually during the month of each anniversary after the effective date of this Agreement for the purpose of, but not necessarily limited to, discussing the development of the Milwaukee and Sanders Road Corridor and the progress toward the goals and purposes of this Agreement.

**Section 6. TERM.**

This Agreement shall be in full force and effect from and after the date of its execution for a period of fifty (50) years; provided, however, that if such fifty (50) year term shall be held invalid, the term shall be the maximum term permitted by applicable law as of the date of this Agreement or such longer term as may be subsequently allowed. Unless the parties shall otherwise agree in writing, if and to the extent permitted by applicable law at any time during the term of this Agreement, and after public hearing if required by either state law or municipal ordinance, the term of this Agreement shall be extended to the full extent from time to time permitted by law without further action by the parties hereto.

**Section 7. REMEDIES.**

- A. *Remedies.* In the event of a breach or an alleged breach of this Agreement by either party, either party may, by suit, action, mandamus, or any other proceeding, in law or in equity, including specific performance, enforce or compel the performance of this Agreement.
- B. *Notice and Cure.* Neither party may exercise the right to bring any suit, action, mandamus, or any other proceeding pursuant to Paragraph A of this Section without first providing written notice to the other party of the breach or alleged breach and allowing a period of fifteen (15) days for the curing of said breach or alleged breach; provided, however, that in the event such violation or failure cannot be cured within said fifteen (15) day period notwithstanding diligent and continuous effort by the party receiving notice and said party shall have promptly commenced to cure the violation or failure and shall have thereafter prosecuted the curing of same with diligence and continuity, then the period for curing such violation or failure shall be extended for such period as may be necessary for curing such violation with diligence and continuity.

**Section 8. AMENDMENTS TO OFFICIAL DOCUMENTS.**

If necessary, Prospect Heights shall amend the Prospect Heights Zoning Code, Glenview shall amend the Glenview Zoning Ordinance, and both parties shall amend their official zoning maps to the maximum extent possible to reflect the understandings reached by the parties to this Agreement.

**Section 9. GENERAL PROVISIONS.**

- A. *Complete Agreement.* This Agreement, including the exhibits attached hereto, constitutes the entire Agreement between the parties, except as it may be amended as provided by this Section.
- B. *Amendments.* No modification, addition, deletion, revision, alteration or other change to this Agreement or to the exhibits attached hereto, shall be effective unless and until such change is reduced to writing, approved by the Prospect Heights Corporate Authorities and the Glenview Corporate Authorities, by resolutions duly adopted, and executed and delivered to each other by the authorized representatives of the parties hereto.
- C. *Notices.* All notices and other communications in connection with this Agreement shall be in writing, and any notice or other communication hereunder shall be deemed received by the addressee thereof when delivered in person at the address set forth below, or three business days after deposit thereof in any main or branch United States Post Office, certified or registered mail, return receipt requested, postage prepaid, properly addressed to the parties, respectively, as follows:

For notices and communications to Prospect Heights:

City of Prospect Heights  
One North Elmhurst Road  
Prospect Heights, Illinois 60070-1592  
Attention: City Administrator

For notices and communications to Glenview:

Village of Glenview  
1225 Waukegan Road  
Glenview, Illinois 60025  
Attention: Village Manager

By notice complying with the foregoing requirements of this paragraph, each party shall have the right to change the address or addresses or both for all future notices



and communications to such party, but no notice of change of address shall be effective until actually received.

- D. *Calendar Days and Time.* Any reference herein to "day" or "days" shall mean calendar and not business days. If the date for giving or receiving of any notice required to be given hereunder or the performance of any obligation hereunder falls on a Saturday, Sunday or federal or State of Illinois holiday, then said notice or obligation may be given or performed on the next business day after such Saturday, Sunday or federal or State of Illinois holiday. Any reference herein to time of day shall refer to local time for Prospect Heights and Glenview, Illinois.
- E. *Singular and Plural.* The use of the singular or the plural herein shall be construed to be the plural or singular as the context requires.
- F. *Governing Laws.* The Agreement and the rights of the parties hereunder shall be interpreted and enforced in accordance with the laws of the State of Illinois.
- G. *Changes in Laws.* Unless otherwise explicitly provided in this Agreement, any reference to laws, ordinances, rules or regulations shall include such laws, ordinances, rules or regulations as they may be amended or modified from time to time.
- H. *Headings.* The headings of the sections, paragraphs and other parts of this Agreement are for convenience and reference only and in no way define, extend, limit, or describe the scope or intent of this Agreement or the intent of any provision hereof.
- I. *Litigation Against the Parties.* If, during the term of this Agreement, any lawsuits or proceedings are filed or initiated against either party before any court, commission, board, bureau, agency, unit of government or sub-unit thereof, arbitrator, or other instrumentality, that may materially affect or inhibit the ability of either party to perform its obligations under, or otherwise to comply with, this Agreement, the party against whom the lawsuits or proceedings are filed or initiated shall promptly deliver a copy of the complaint or charge related thereto to the other party and shall thereafter keep the other party fully informed concerning all aspects of such lawsuit or proceeding. Such other party may join in such litigation in support of the other party in the manner and to the extent provided by law.
- J. *Time of Essence.* Time is of the essence in the performance of all terms and provisions of this Agreement.

- K. *Survival Clause.* If any provision of this Agreement is construed or held to be void, invalid or unenforceable in any respect, the remaining provisions of this Agreement shall not be affected thereby, but shall remain in full force and effect.
- L. *No Third Party Beneficiaries.* Nothing in this Agreement shall create, or be construed to create, any third party beneficiary rights in any person or entity not a signatory to this Agreement.
- M. *Counterparts.* This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original.
- N. *Effective Date.* The Effective Date of this Agreement shall be the date of recordation of this Agreement in the office of the Cook County Recorder of Deeds, as required by state statutes. If either party to this Agreement fails to execute this Agreement within thirty (30) days after having been notified in writing that the other party has executed this Agreement, then, and in that event, this Agreement shall be deemed to have been rejected by the party failing to execute same.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

CITY OF PROSPECT HEIGHTS, an  
Illinois municipal corporation



By: [Signature]  
Mayor

VILLAGE OF GLENVIEW, an Illinois  
home-rule municipal corporation

ATTEST:

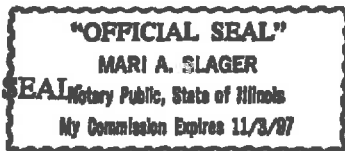
[Signature]  
Village Clerk

By: [Signature]  
Village President

**ACKNOWLEDGMENT**

STATE OF ILLINOIS     )  
                                  ) SS.  
COUNTY OF COOK     )

This instrument was acknowledged before me on June 25, 1997, by  
Edward P. Rotchford, the Mayor of the **CITY OF PROSPECT**  
**HEIGHTS**, an Illinois municipal corporation, and by Karen A. Pedersen, the City Clerk  
of said municipal corporation.



*Mari A. Slager*  
Notary Public

My commission expires: 11-3-97

## APPROVAL OF WARRANTS

7/24/2017 COUNCIL MEETING		
<b><u>Checks</u></b>		
General Fund	\$	101,520.05
MFT Fund		931.54
Palatine/Milwaukee TIF		
Tourism District		1,523.45
Development Fund		
DEA Fund		
Solid Waste Fund		
S S Area #1		
S S Area #2		
S S Area #3		
S S Area #4		
S S Area #5		144.91
S S Area #8 - Levee Wall #37		209.72
S S Area-Constr#6(Water Main)		
S S Area-Debt#6		
Road Construction		
Road Construction Debt		
Water Fund		46,033.21
Parking Fund		286.52
Sanitary Sewer Fund		10,928.13
Road/Building Bond Escrow		-
Police Pension		
	<b>TOTAL \$</b>	<b>161,577.53</b>
<b><u>Wire Payments</u></b>		
7/21/2017 PAYROLL POSTING		164,986.42
JUNE IMRF		22,114.97
POLICE PENSION PAYMENTS		42,191.40
	<b>\$</b>	<b>390,870.32</b>

## Report Criteria:

Detail report.

Paid and unpaid invoices included.

Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
AFLAC	289511	AFLAC 8/17	07/12/2017	01-000-2031	201.02	.00	
Total AFLAC:					201.02	.00	
ARLINGTON HEIGHTS FORD, IN	799704	SQUAD CAR MAINTENANCE	06/09/2017	01-350-5020	63.92	.00	
ARLINGTON HEIGHTS FORD, IN	802111	VEHICLE MAINTENANCE	07/05/2017	01-350-5020	133.66	.00	
Total ARLINGTON HEIGHTS FORD, INC.:					197.58	.00	
ARLINGTON POWER EQUIPME	732527	PORTABLE GENERATOR PART	07/05/2017	01-350-5610	19.52	.00	
Total ARLINGTON POWER EQUIPMENT INC:					19.52	.00	
AT&T	07/01/17	SCADA LINE	07/01/2017	51-300-5410	83.02	.00	
Total AT&T:					83.02	.00	
AT&T LONG DISTANCE	821126830	LONG DISTANCE	07/04/2017	01-320-5410	62.59	.00	
Total AT&T LONG DISTANCE:					62.59	.00	
B & H PHOTO VIDEO	127948330	AV EQUIPMENT	06/28/2017	01-360-5610	59.95	.00	
Total B & H PHOTO VIDEO:					59.95	.00	
BILL SUERTH	07/10/17	UNIFORM SHIRTS	07/10/2017	01-360-5741	88.10	.00	
BILL SUERTH	07/13/17	MEDICAL REIMBURSEMENT	07/13/2017	01-000-2061	800.02	.00	
Total BILL SUERTH:					888.12	.00	
CDS OFFICE TECHNOLOGIES	INV1093976	AV EQUIPMENT	07/12/2017	01-360-7022	699.00	.00	
Total CDS OFFICE TECHNOLOGIES:					699.00	.00	
CIVIC SYSTEMS LLC	CVC15670	SEMI-ANNUAL SOFTWARE SUP	07/06/2017	01-350-5100	715.83	.00	
CIVIC SYSTEMS LLC	CVC15670	SEMI-ANNUAL SOFTWARE SUP	07/06/2017	53-300-5100	198.63	.00	
CIVIC SYSTEMS LLC	CVC15670	SEMI-ANNUAL SOFTWARE SUP	07/06/2017	51-300-5100	2,067.19	.00	
CIVIC SYSTEMS LLC	CVC15670	SEMI-ANNUAL SOFTWARE SUP	07/06/2017	01-320-5541	1,313.35	.00	
Total CIVIC SYSTEMS LLC:					4,295.00	.00	
COMED	07/12/17	MONTHLY PHONE SERVICE	07/12/2017	13-300-5108	32.17	.00	
COMED	07/12/17-11 E	MONTHLY PHONE SERVICE - 1	07/12/2017	01-320-5410	35.04	.00	
COMED	07/12/17-1250	MONTHLY PHONE SERVICE - 1	07/12/2017	13-300-5108	32.27	.00	
COMED	07/12/17-218	MONTHLY PHONE SERVICE-21	07/12/2017	51-300-5410	31.36	.00	
Total COMED:					130.84	.00	
CONSTELLATION NEWENERGY	0040330069	Water 6002	07/02/2017	51-300-5410	1,041.07	.00	
CONSTELLATION NEWENERGY	0040410062	711 ELM ST	07/08/2017	01-350-5411	145.45	.00	
CONSTELLATION NEWENERGY	0040521982	METRA 3003	07/14/2017	52-300-5410	136.72	.00	
CONSTELLATION NEWENERGY	0040522362	METRA 2006	07/14/2017	52-300-5410	149.80	.00	
CONSTELLATION NEWENERGY	0040522594	SSA #5 1018	07/14/2017	25-300-5050	30.79	.00	
CONSTELLATION NEWENERGY	0040522655	SSA #8 9053	07/14/2017	28-300-5100	209.72	.00	

Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
CONSTELLATION NEWENERGY	0040522666	SSA #5 9118	07/14/2017	25-300-5050	114.12	.00	
CONSTELLATION NEWENERGY	0040522827	STRTS 1010	07/14/2017	01-350-5411	37.50	.00	
Total CONSTELLATION NEWENERGY INC.:					1,865.17	.00	
COOK COUNTY TREASURER	03-27-202-001-	11 E Camp McDonald	07/20/2017	01-320-5450	2,749.14	.00	
Total COOK COUNTY TREASURER:					2,749.14	.00	
CREATIVE PRODUCT STORE	CPI066144	SUPPLIES	07/07/2017	01-360-5710	457.74	.00	
CREATIVE PRODUCT STORE	CPI066215	SUPPLIES	07/11/2017	01-360-5710	724.72	.00	
Total CREATIVE PRODUCT STORE:					1,182.46	.00	
CURRIE MOTORS	B4076	2017 CHEVROLET TAHOE	06/21/2017	01-550-7040	38,400.50	.00	
Total CURRIE MOTORS:					38,400.50	.00	
DE LAGE LANDEN FINANCIAL S	55194625	CH COPIERS	07/08/2017	01-320-5220	1,596.66	.00	
Total DE LAGE LANDEN FINANCIAL SERVICES INC:					1,596.66	.00	
FEDEX	5-849-17030	WATER SHIPPING	06/28/2017	51-300-5200	275.34	.00	
Total FEDEX:					275.34	.00	
GEWALT HAMILTON ASSOCIAT	07/13/17	ENGINEERING SERVICES	07/13/2017	01-340-5110	2,565.00	.00	
GEWALT HAMILTON ASSOCIAT	07/13/17	ENGINEERING SERVICES	07/13/2017	53-300-5100	170.00	.00	
GEWALT HAMILTON ASSOCIAT	07/13/17	ENGINEERING SERVICES	07/13/2017	53-300-5050	156.50	.00	
GEWALT HAMILTON ASSOCIAT	07/13/17	ENGINEERING SERVICES	07/13/2017	01-340-5110	1,056.00	.00	
GEWALT HAMILTON ASSOCIAT	07/13/17	ENGINEERING SERVICES	07/13/2017	53-300-5100	108.00	.00	
GEWALT HAMILTON ASSOCIAT	07/13/17	ENGINEERING SERVICES	07/13/2017	53-300-5050	9,425.00	.00	
GEWALT HAMILTON ASSOCIAT	9	WILLOW SIDEWALK	05/17/2017	11-500-7051	931.54	.00	
Total GEWALT HAMILTON ASSOCIATES INC.:					14,412.04	.00	
GLENBROOK EXCAVATING & C	070517	REPLACE 8" VALVE	07/05/2017	51-300-5050	9,350.00	.00	
Total GLENBROOK EXCAVATING & CONCRET, INC:					9,350.00	.00	
HAWKINS, INC.	4105132	WATER PUMPING EQUIPMENT	06/29/2017	51-300-5050	2,925.16	.00	
Total HAWKINS, INC.:					2,925.16	.00	
HOME DEPOT CREDIT SERVIC	06/28/17	MAINTENANCE SUPPLIES	06/28/2017	01-350-5104	237.97	.00	
HOME DEPOT CREDIT SERVIC	06/28/17	CURB ON APPLE DRIVE	06/28/2017	01-350-5106	36.00	.00	
HOME DEPOT CREDIT SERVIC	06/28/17	POLICE HAMMER	06/28/2017	01-350-5020	.98	.00	
Total HOME DEPOT CREDIT SERVICES:					274.95	.00	
IL CITY-COUNTY MANAGEMEN	07/17/17	MEMBERSHIP DUES	07/17/2017	01-320-5310	324.00	.00	
Total IL CITY-COUNTY MANAGEMENT ASSOCIATION:					324.00	.00	
ILLINOIS SECRETARY OF STAT	07/20/17	POLICE DEPT SQUAD CAR TITL	07/20/2017	01-360-5321	95.00	.00	
Total ILLINOIS SECRETARY OF STATE:					95.00	.00	

Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
ILLINOIS STATE POLICE	06/30/17	LIQUOR LICENSE BACKGROUN	06/30/2017	01-320-5100	27.00	.00	
Total ILLINOIS STATE POLICE:					27.00	.00	
ILLINOIS-AMERICAN WATER C	07/03/17	1250 S RIVER RD B-IRRG	07/03/2017	13-300-5108	565.99	.00	
ILLINOIS-AMERICAN WATER C	07/03/17	700 N MILWAUKEE IRRIG	07/03/2017	13-300-5108	384.10	.00	
ILLINOIS-AMERICAN WATER C	07/05/17	WTR 1025-210004321674	07/05/2017	51-300-5412	20,322.18	.00	
Total ILLINOIS-AMERICAN WATER CO.:					21,272.27	.00	
IUOE LOCAL 150 ADMIN	#150 A 6/23/17	LOCAL 150 ADMIN DUES	06/23/2017	01-000-2050	303.91	.00	
IUOE LOCAL 150 ADMIN	#150 A 7/07/17	LOCAL 150 ADMIN DUES	07/07/2017	01-000-2050	303.91	.00	
IUOE LOCAL 150 ADMIN	#150 A 7/21/17	LOCAL 150 ADMIN DUES	07/21/2017	01-000-2050	303.91	.00	
Total IUOE LOCAL 150 ADMIN:					911.73	.00	
IUOE LOCAL 150 MEMBERSHIP	#150 M 6/23/17	LOCAL 150 MEMBERSHIP DUE	06/23/2017	01-000-2050	58.85	.00	
IUOE LOCAL 150 MEMBERSHIP	#150 M 7/21/17	LOCAL 150 MEMBERSHIP DUE	07/21/2017	01-000-2050	58.85	.00	
IUOE LOCAL 150 MEMBERSHIP	#150 M 7/7/17	LOCAL 150 MEMBERSHIP DUE	07/07/2017	01-000-2050	58.85	.00	
Total IUOE LOCAL 150 MEMBERSHIP:					176.55	.00	
JACKSON LEWIS P.C.	6955790	ATTORNEY SERVICES	06/30/2017	01-320-5120	952.00	.00	
Total JACKSON LEWIS P.C.:					952.00	.00	
JG UNIFORMS INC	22286	PD UNIFORMS	07/05/2017	01-360-5741	50.00	.00	
Total JG UNIFORMS INC:					50.00	.00	
JOURNAL & TOPICS NEWSPAP	173970	DISPLAY ADVERTISING	07/12/2017	01-340-5222	120.30	.00	
Total JOURNAL & TOPICS NEWSPAPERS INC.:					120.30	.00	
JUST TIRES MP INC.	07/11/17	SQUAD TIRES	07/11/2017	01-350-5020	173.94	.00	
Total JUST TIRES MP INC.:					173.94	.00	
KAREN SCHULTHEIS	07/05/17	PARKING/TOLLS/GASOLINE	07/05/2017	01-310-5950	.00	.00	
KAREN SCHULTHEIS	07/05/17	PARKING/TOLLS	07/05/2017	01-310-5950	10.00	10.00	07/11/2017
KAREN SCHULTHEIS	07/05/17	CENTRAL IL MUNICIPAL CLERK	07/05/2017	01-320-5330	75.00	75.00	07/11/2017
KAREN SCHULTHEIS	07/06/17	CANDY FOR 4TH OF JULY PAR	07/06/2017	01-310-5950	28.20	.00	
Total KAREN SCHULTHEIS:					113.20	85.00	
LANDSCAPE CONCEPTS MANA	126658	JULY BILLING	07/01/2017	13-300-5108	508.92	.00	
Total LANDSCAPE CONCEPTS MANAGEMENT:					508.92	.00	
LAPORT INC	211221	BLD MAINT SUPPLIES	06/27/2017	01-350-5710	1,106.92	.00	
LAPORT INC	211314	BLD MAINT SUPPLIES	07/12/2017	01-350-5710	194.70	.00	
Total LAPORT INC:					1,301.62	.00	
LEXISNEXIS RISK SOLUTIONS	1290571-2017	MONTHLY ACTIVITY	06/30/2017	01-360-5100	164.07	.00	
Total LEXISNEXIS RISK SOLUTIONS:					164.07	.00	

Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
MAILBOX PLUS	07/03/17	PW SHIPPING	07/03/2017	01-350-5100	27.88	.00	
Total MAILBOX PLUS:					27.88	.00	
MAJOR CASE ASSISTANCE TE	06/30/17	MCAT ANNUAL DUES 2017-18	06/30/2017	01-360-5310	3,000.00	.00	
Total MAJOR CASE ASSISTANCE TEAM:					3,000.00	.00	
MENARDS	97498	CITY HALL MULCH	07/05/2017	01-350-5104	20.00	.00	
Total MENARDS:					20.00	.00	
METROPOLITAN ALLIANCE OF	#252 07/2017	MAP #252 DUES	07/07/2017	01-000-2052	578.00	.00	
METROPOLITAN ALLIANCE OF	#253 07/2017	MAP #253 DUES	07/07/2017	01-000-2052	170.00	.00	
Total METROPOLITAN ALLIANCE OF POLICE:					748.00	.00	
MICHAEL PORZYCKI	07/18/17	PHONE REIMBURSEMENT	07/18/2017	01-340-5100	54.26	.00	
Total MICHAEL PORZYCKI:					54.26	.00	
MOE FUNDS	08/2017	AUGUST PREMIUMS	07/18/2017	01-350-4100	9,625.00	.00	
MOE FUNDS	08/2017	AUGUST PREMIUMS	07/18/2017	51-300-4100	9,625.00	.00	
Total MOE FUNDS:					19,250.00	.00	
NAPA-HEIGHTS AUTOMOTIVE	000202	PW VEHICLE MAINTENANCE S	06/05/2017	01-350-5020	182.81	.00	
NAPA-HEIGHTS AUTOMOTIVE	001432	PW VEHICLE MAINTENANCE S	06/08/2017	01-350-5020	191.83	.00	
NAPA-HEIGHTS AUTOMOTIVE	3563-002975	PW VEHICLE MAINTENANCE S	06/14/2017	01-350-5020	34.99	.00	
NAPA-HEIGHTS AUTOMOTIVE	3563-003128	PW VEHICLE MAINTENANCE S	06/14/2017	01-350-5020	30.96	.00	
NAPA-HEIGHTS AUTOMOTIVE	3563-003302	PW VEHICLE MAINTENANCE S	06/15/2017	01-350-5020	4.99	.00	
NAPA-HEIGHTS AUTOMOTIVE	3563-004799	PW VEHICLE MAINTENANCE S	06/20/2017	01-350-5020	7.31	.00	
NAPA-HEIGHTS AUTOMOTIVE	3563-005072	PW VEHICLE MAINTENANCE S	06/21/2017	01-350-5020	32.08	.00	
NAPA-HEIGHTS AUTOMOTIVE	3563-006423	PW VEHICLE MAINTENANCE S	06/26/2017	01-350-5020	7.81	.00	
NAPA-HEIGHTS AUTOMOTIVE	999616	PW VEHICLE MAINTENANCE S	06/02/2017	01-350-5020	216.66	.00	
Total NAPA-HEIGHTS AUTOMOTIVE:					325.78	.00	
NICHOLAS J. HELMER	2641933	PHONE BILL REIMBURSEMENT	07/13/2017	01-310-5300	187.50	.00	
Total NICHOLAS J. HELMER:					187.50	.00	
NORTH SHORE SIGN	117347	SIGN MAINTENANCE FEE	07/01/2017	01-320-5100	38.00	.00	
Total NORTH SHORE SIGN:					38.00	.00	
NORTH SUBURBAN EMPLOYEE	07/19/17	DENTAL/VISION INSURANCE	07/19/2017	01-320-4100	170.00	.00	
NORTH SUBURBAN EMPLOYEE	07/19/17	DENTAL/VISION INSURANCE	07/19/2017	01-340-4100	398.00	.00	
NORTH SUBURBAN EMPLOYEE	07/19/17	DENTAL/VISION INSURANCE	07/19/2017	01-360-4100	3,254.00	.00	
NORTH SUBURBAN EMPLOYEE	07/19/17	DENTAL/VISION INSURANCE	07/19/2017	51-300-4100	28.00	.00	
NORTH SUBURBAN EMPLOYEE	07/19/17	DENTAL/VISION INSURANCE	07/19/2017	01-370-4101	440.00	.00	
Total NORTH SUBURBAN EMPLOYEE BENEFIT COOPERAT:					4,290.00	.00	
NORTHSHORE OMEGA	211625710-06	PREPLACEMENT EXAM MANUA	07/05/2017	01-360-5100	251.00	.00	
Total NORTHSHORE OMEGA:					251.00	.00	



Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
OFFICE DEPOT INC.	8208096	PD OFFICE SUPPLIES	06/30/2017	01-360-5700	214.00	.00	
Total OFFICE DEPOT INC.:					214.00	.00	
OMNI YOUTH SERVICES INC.	2COPH17	JULY VOCA GRANT	07/12/2017	01-390-5910	6,673.67	.00	
Total OMNI YOUTH SERVICES INC.:					6,673.67	.00	
OPP FRANCHISING INC. DBA J	CHC07170218	CLEANING SERVICES	07/01/2017	01-350-5104	1,132.00	.00	
Total OPP FRANCHISING INC. DBA JAN-KING IL:					1,132.00	.00	
ORPHANS OF THE STORM	06/30/17	ORPHANS OF THE STORM	06/30/2017	01-360-5141	30.00	.00	
Total ORPHANS OF THE STORM:					30.00	.00	
PARDEEP DEOL	07/07/17	BOOTS	07/07/2017	01-360-5741	140.00	.00	
Total PARDEEP DEOL:					140.00	.00	
PENTEGRA SYSTEMS LLC	55526	PD PROX CARD/QUALITY GRA	07/12/2017	01-320-7020	526.00	.00	
Total PENTEGRA SYSTEMS LLC:					526.00	.00	
RACEWAY CAR WASH	63	CAR WASH	07/07/2017	01-360-5321	108.00	.00	
Total RACEWAY CAR WASH:					108.00	.00	
READY PRESS LLC	79544	BUSINESS CARDS	06/30/2017	01-340-5221	50.00	.00	
READY PRESS LLC	79584	BUSINESS CARDS	07/12/2017	01-340-5221	50.00	.00	
Total READY PRESS LLC:					100.00	.00	
RICHARD TIBBITS	06/27/17	REIMBURSEMENT FOR AV EQ	06/27/2017	01-310-7020	270.18	.00	
Total RICHARD TIBBITS:					270.18	.00	
S.D. ENTERPRISES INC.	07/06/17	JUNE SEWER INSPECTIONS	07/06/2017	53-300-5100	870.00	.00	
Total S.D. ENTERPRISES INC.:					870.00	.00	
SAFEBUILT INC.	0033414-IN	JUNE INSPECTIONS	06/30/2017	01-340-5100	994.50	.00	
Total SAFEBUILT INC.:					994.50	.00	
SCOTT MINNIEAR	07/11/17	REIMBURSEMENT, MEDICAL	07/11/2017	01-000-2061	750.00	.00	
Total SCOTT MINNIEAR:					750.00	.00	
T.O.P.S. IN DOG TRAINING COR	19197	TRAINING	07/01/2017	01-360-5100	300.00	.00	
T.O.P.S. IN DOG TRAINING COR	19197	BOARDING/BATH	07/01/2017	01-360-5141	297.00	.00	
Total T.O.P.S. IN DOG TRAINING CORP.:					597.00	.00	
TRESSLER LLP	383184	ATTORNEY SERVICES	07/06/2017	01-320-5120	11,926.50	.00	
Total TRESSLER LLP:					11,926.50	.00	

Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
UNITED SHIELD INTERNATION	11581	POLICE LOGO	07/09/2017	01-360-5710	28.00	.00	
Total UNITED SHIELD INTERNATIONAL:					28.00	.00	
VERIZON WIRELESS	9788406159	JULY STATEMENT	07/01/2017	01-360-5610	964.38	.00	
VERIZON WIRELESS	9789048260	JULY STATEMENT	07/10/2017	01-360-5610	532.18	.00	
Total VERIZON WIRELESS:					1,496.56	.00	
VILLAGE OF MOUNT PROSPEC	07/15/17	WATER USAGE #3288-001	07/15/2017	51-300-5412	284.89	.00	
Total VILLAGE OF MOUNT PROSPECT:					284.89	.00	
WAREHOUSE DIRECT OFFICE	3535680-0	CH OFFICE SUPPLIES	07/03/2017	01-320-5700	28.68	.00	
WAREHOUSE DIRECT OFFICE	3541178-0	CH OFFICE SUPPLIES	07/10/2017	01-320-5700	117.03	.00	
WAREHOUSE DIRECT OFFICE	3544308-0	CH OFFICE SUPPLIES	07/12/2017	01-320-5700	117.03	.00	
Total WAREHOUSE DIRECT OFFICE PROD INC.:					262.74	.00	
XTIVITY SOLUTIONS INC.	459	MONTHLY VOID SERVICES	07/14/2017	01-320-5410	1,122.41	.00	
Total XTIVITY SOLUTIONS INC.:					1,122.41	.00	
Grand Totals:					161,577.53	85.00	

Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

City Council: \_\_\_\_\_

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City Recorder: \_\_\_\_\_

## Report Criteria:

Detail report.

Paid and unpaid invoices included.

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GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>GENERAL FUND</b>							
01-000-2031 WITHHOLDING - Q AFLA	AFLAC	289511	AFLAC 8/17	07/12/2017	201.02		
01-000-2050 W/H LOCAL 150 UNION	IJOE LOCAL 150 ADMIN	#150 A 6/23/17	LOCAL 150 ADMIN DUES	06/23/2017	303.91	.00	
01-000-2050 W/H LOCAL 150 UNION	IJOE LOCAL 150 ADMIN	#150 A 7/07/17	LOCAL 150 ADMIN DUES	07/07/2017	303.91	.00	
01-000-2050 W/H LOCAL 150 UNION	IJOE LOCAL 150 ADMIN	#150 A 7/21/17	LOCAL 150 ADMIN DUES	07/21/2017	303.91	.00	
01-000-2050 W/H LOCAL 150 UNION	IJOE LOCAL 150 MEMBERSHIP	#150 M 6/23/17	LOCAL 150 MEMBERSHIP DUE	06/23/2017	58.85	.00	
01-000-2050 W/H LOCAL 150 UNION	IJOE LOCAL 150 MEMBERSHIP	#150 M 7/21/17	LOCAL 150 MEMBERSHIP DUE	07/21/2017	58.85	.00	
01-000-2050 W/H LOCAL 150 UNION	IJOE LOCAL 150 MEMBERSHIP	#150 M 7/7/17	LOCAL 150 MEMBERSHIP DUE	07/07/2017	58.85	.00	
01-000-2052 WITHHOLDING POLICE U	METROPOLITAN ALLIANCE OF	#252 07/2017	MAP #252 DUES	07/07/2017	578.00	.00	
01-000-2052 WITHHOLDING POLICE U	METROPOLITAN ALLIANCE OF	#253 07/2017	MAP #253 DUES	07/07/2017	170.00	.00	
01-000-2061 WITHHOLDING FLEX ME	BILL SUERTH	07/13/17	MEDICAL REIMBURSEMENT	07/13/2017	800.02	.00	
01-000-2061 WITHHOLDING FLEX ME	SCOTT MINNIEAR	07/11/17	REIMBURSEMENT, MEDICAL	07/11/2017	750.00	.00	
Total :					3,587.32	.00	
<b>CITY COUNCIL &amp; BOARDS</b>							
01-310-5300 ALDERMANIC EXPENSE	NICHOLAS J. HELMER	2641933	PHONE BILL REIMBURSEMENT	07/13/2017	187.50	.00	
01-310-5950 SPECIAL EVENTS	KAREN SCHULTHEIS	07/05/17	PARKING/TOLLS/GASOLINE	07/05/2017	.00	.00	
01-310-5950 SPECIAL EVENTS	KAREN SCHULTHEIS	07/05/17	PARKING/TOLLS	07/05/2017	10.00	10.00	07/11/2017
01-310-5950 SPECIAL EVENTS	KAREN SCHULTHEIS	07/06/17	CANDY FOR 4TH OF JULY PAR	07/06/2017	28.20	.00	
01-310-7020 EQUIPMENT	RICHARD TIBBITS	06/27/17	REIMBURSEMENT FOR AV EQ	06/27/2017	270.18	.00	
Total CITY COUNCIL & BOARDS:					495.88	10.00	
<b>ADMINISTRATION</b>							
01-320-4100 HEALTH INSURANCE	NORTH SUBURBAN EMPLOYEE	07/19/17	DENTAL/VISION INSURANCE	07/19/2017	170.00	.00	
01-320-5100 PROFESSIONAL SERVIC	ILLINOIS STATE POLICE	06/30/17	LIQUOR LICENSE BACKGROUN	06/30/2017	27.00	.00	
01-320-5100 PROFESSIONAL SERVIC	NORTH SHORE SIGN	117347	SIGN MAINTENANCE FEE	07/01/2017	38.00	.00	
01-320-5120 CITY ATTORNEY	JACKSON LEWIS P.C.	6955790	ATTORNEY SERVICES	06/30/2017	952.00	.00	
01-320-5120 CITY ATTORNEY	TRESSLER LLP	383184	ATTORNEY SERVICES	07/06/2017	11,926.50	.00	
01-320-5220 PHOTOCOPY	DE LAGE LANDEN FINANCIAL S	55194625	CH COPIERS	07/08/2017	1,596.66	.00	
01-320-5310 MEMBERSHIPS	IL CITY-COUNTY MANAGEMENT	07/17/17	MEMBERSHIP DUES	07/17/2017	324.00	.00	
01-320-5330 TRAINING	KAREN SCHULTHEIS	07/05/17	CENTRAL IL MUNICIPAL CLERK	07/05/2017	75.00	.00	
01-320-5410 UTILITIES	AT&T LONG DISTANCE	821126830	LONG DISTANCE	07/12/2017	62.59	.00	
01-320-5410 UTILITIES	COMED	07/12/17-11 E	MONTHLY PHONE SERVICE -1	07/12/2017	35.04	.00	
01-320-5410 UTILITIES	XTIVITY SOLUTIONS INC.	459	MONTHLY VOID SERVICES	07/14/2017	1,122.41	.00	
01-320-5450 REAL ESTATE TAXES	COOK COUNTY TREASURER	03-27-202-001-	11 E Camp McDonald	07/20/2017	2,749.14	.00	
01-320-5541 ACCTING SERVICE FEES	CIVIC SYSTEMS LLC	CVC15670	SEMI-ANNUAL SOFTWARE SUP	07/06/2017	1,313.35	.00	
01-320-5700 OFFICE SUPPLIES	WAREHOUSE DIRECT OFFICE	3535880-0	CH OFFICE SUPPLIES	07/03/2017	28.68	.00	
01-320-5700 OFFICE SUPPLIES	WAREHOUSE DIRECT OFFICE	3541178-0	CH OFFICE SUPPLIES	07/10/2017	117.03	.00	

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01-320-5700 OFFICE SUPPLIES	WAREHOUSE DIRECT OFFICE	3544308-0	CH OFFICE SUPPLIES	07/12/2017	117.03	.00	
01-320-7020 EQUIPMENT	PENTEGRA SYSTEMS LLC	55526	PD PROX CARD/QUALITY GRA	07/12/2017	526.00	.00	
Total ADMINISTRATION:					21,180.43	75.00	
<b>BUILDING DEPARTMENT</b>							
01-340-4100 HEALTH INSURANCE	NORTH SUBURBAN EMPLOYEE	07/19/17	DENTAL/VISION INSURANCE	07/19/2017	398.00	.00	
01-340-5100 PROFESSIONAL SERVIC	MICHAEL PORZYCKI	07/18/17	PHONE REIMBURSEMENT	07/18/2017	54.26	.00	
01-340-5100 PROFESSIONAL SERVIC	SAFEBUILT INC.	0033414-IN	JUNE INSPECTIONS	06/30/2017	994.50	.00	
01-340-5110 ENGINEERING	GEWALT HAMILTON ASSOCIAT	07/13/17	ENGINEERING SERVICES	07/13/2017	2,565.00	.00	
01-340-5110 ENGINEERING	GEWALT HAMILTON ASSOCIAT	07/13/17	ENGINEERING SERVICES	07/13/2017	1,056.00	.00	
01-340-5221 PRINTING	READY PRESS LLC	79544	BUSINESS CARDS	08/30/2017	50.00	.00	
01-340-5221 PRINTING	READY PRESS LLC	79584	BUSINESS CARDS	07/12/2017	50.00	.00	
01-340-5222 LEGAL NOTICES	JOURNAL & TOPICS NEWSPAP	173970	DISPLAY ADVERTISING	07/12/2017	120.30	.00	
Total BUILDING DEPARTMENT:					5,288.06	.00	
<b>PUBLIC WORKS</b>							
01-350-4100 HEALTH INSURANCE	MOE FUNDS	08/2017	AUGUST PREMIUMS	07/18/2017	9,625.00	.00	
01-350-5020 VEHICLE MAINTENANCE	ARLINGTON HEIGHTS FORD, IN	799704	SQUAD CAR MAINTENANCE	06/09/2017	63.92	.00	
01-350-5020 VEHICLE MAINTENANCE	ARLINGTON HEIGHTS FORD, IN	802111	VEHICLE MAINTENANCE	07/05/2017	133.66	.00	
01-350-5020 VEHICLE MAINTENANCE	HOME DEPOT CREDIT SERVIC	06/28/17	POLICE HAMMER	06/28/2017	.98	.00	
01-350-5020 VEHICLE MAINTENANCE	JUST TIRES MP INC.	07/11/17	SQUAD TIRES	07/11/2017	173.94	.00	
01-350-5020 VEHICLE MAINTENANCE	NAPA-HEIGHTS AUTOMOTIVE	000202	PW VEHICLE MAINTENANCE S	06/05/2017	182.81	.00	
01-350-5020 VEHICLE MAINTENANCE	NAPA-HEIGHTS AUTOMOTIVE	001432	PW VEHICLE MAINTENANCE S	06/08/2017	191.83-	.00	
01-350-5020 VEHICLE MAINTENANCE	NAPA-HEIGHTS AUTOMOTIVE	3563-002875	PW VEHICLE MAINTENANCE S	06/14/2017	34.99	.00	
01-350-5020 VEHICLE MAINTENANCE	NAPA-HEIGHTS AUTOMOTIVE	3563-003128	PW VEHICLE MAINTENANCE S	06/14/2017	30.96	.00	
01-350-5020 VEHICLE MAINTENANCE	NAPA-HEIGHTS AUTOMOTIVE	3563-003302	PW VEHICLE MAINTENANCE S	06/15/2017	4.99	.00	
01-350-5020 VEHICLE MAINTENANCE	NAPA-HEIGHTS AUTOMOTIVE	3563-004799	PW VEHICLE MAINTENANCE S	06/20/2017	7.31	.00	
01-350-5020 VEHICLE MAINTENANCE	NAPA-HEIGHTS AUTOMOTIVE	3563-005072	PW VEHICLE MAINTENANCE S	06/21/2017	32.08	.00	
01-350-5020 VEHICLE MAINTENANCE	NAPA-HEIGHTS AUTOMOTIVE	3563-006423	PW VEHICLE MAINTENANCE S	06/26/2017	7.81	.00	
01-350-5020 VEHICLE MAINTENANCE	NAPA-HEIGHTS AUTOMOTIVE	999616	PW VEHICLE MAINTENANCE S	06/02/2017	216.66	.00	
01-350-5100 PROFESSIONAL SERVIC	CIVIC SYSTEMS LLC	CVC15670	SEMI-ANNUAL SOFTWARE SUP	07/06/2017	715.83	.00	
01-350-5100 PROFESSIONAL SERVIC	MAILBOX PLUS	07/03/17	PW SHIPPING	07/03/2017	27.88	.00	
01-350-5104 PROF SERVICES - BUILD	HOME DEPOT CREDIT SERVIC	06/28/17	MAINTENANCE SUPPLIES	06/28/2017	237.97	.00	
01-350-5104 PROF SERVICES - BUILD	MENARDS	97498	CITY HALL MULCH	07/05/2017	20.00	.00	
01-350-5104 PROF SERVICES - BUILD	OPP FRANCHISING INC. DBA J	CHC07170218	CLEANING SERVICES	07/01/2017	1,132.00	.00	
01-350-5106 PROF SERVICES - STRE	HOME DEPOT CREDIT SERVIC	06/28/17	CURB ON APPLE DRIVE	06/28/2017	36.00	.00	
01-350-5411 WATER AND ELECTRIC	CONSTELLATION NEWENERGY	0040410062	711 ELM ST	07/08/2017	145.45	.00	
01-350-5411 WATER AND ELECTRIC	CONSTELLATION NEWENERGY	0040522827	STRTS 1010	07/14/2017	37.50	.00	
01-350-5610 EQUIPMENT MAINTENA	ARLINGTON POWER EQUIPME	732527	PORTABLE GENERATOR PART	07/05/2017	19.52	.00	

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01-350-5710 OPERATING SUPPLIES	LAPORT INC	211221	BLD MAINT SUPPLIES	06/27/2017	1,106.92	.00	
01-350-5710 OPERATING SUPPLIES	LAPORT INC	211314	BLD MAINT SUPPLIES	07/12/2017	194.70	.00	
Total PUBLIC WORKS:							
					13,997.05	.00	
<b>PUBLIC SAFETY</b>							
01-350-4100 HEALTH INSURANCE	NORTH SUBURBAN EMPLOYEE	07/19/17	DENTAL/VISION INSURANCE	07/19/2017	3,254.00	.00	
01-350-5100 PROFESSIONAL SERVIC	LEXISNEXIS RISK SOLUTIONS	1290571-2017	MONTHLY ACTIVITY	06/30/2017	164.07	.00	
01-350-5100 PROFESSIONAL SERVIC	NORTHSHORE OMEGA	211625710-06	PREPLACEMENT EXAM MANUA	07/05/2017	251.00	.00	
01-350-5100 PROFESSIONAL SERVIC	T.O.P.S. IN DOG TRAINING COR	19197	TRAINING	07/01/2017	300.00	.00	
01-350-5141 KENNEL FEES	ORPHANS OF THE STORM	06/30/17	ORPHANS OF THE STORM	06/30/2017	30.00	.00	
01-350-5141 KENNEL FEES	T.O.P.S. IN DOG TRAINING COR	19197	BOARDING/BATH	07/01/2017	297.00	.00	
01-350-5310 MEMBERSHIPS	MAJOR CASE ASSISTANCE TE	06/30/17	MCAT ANNUAL DUES 2017-18	06/30/2017	3,000.00	.00	
01-350-5321 AUTO EXPENSE	ILLINOIS SECRETARY OF STAT	07/20/17	POLICE DEPT SQUAD CAR TITL	07/20/2017	95.00	.00	
01-350-5321 AUTO EXPENSE	RACEWAY CAR WASH	63	CAR WASH	07/07/2017	108.00	.00	
01-350-5610 EQUIPMENT MAINTENA	B & H PHOTO VIDEO	127948330	AV EQUIPMENT	06/28/2017	59.95	.00	
01-350-5610 EQUIPMENT MAINTENA	VERIZON WIRELESS	9788406159	JULY STATEMENT	07/01/2017	964.38	.00	
01-350-5610 EQUIPMENT MAINTENA	VERIZON WIRELESS	9789048260	JULY STATEMENT	07/10/2017	532.18	.00	
01-350-5700 OFFICE SUPPLIES	OFFICE DEPOT INC.	8208096	PD OFFICE SUPPLIES	06/30/2017	214.00	.00	
01-350-5710 OPERATING SUPPLIES	CREATIVE PRODUCT STORE	CPI066144	SUPPLIES	07/07/2017	457.74	.00	
01-350-5710 OPERATING SUPPLIES	CREATIVE PRODUCT STORE	CPI066215	SUPPLIES	07/11/2017	724.72	.00	
01-350-5710 OPERATING SUPPLIES	UNITED SHIELD INTERNATIONAL	11581	POLICE LOGO	07/09/2017	28.00	.00	
01-350-5741 CLOTHING	BILL SUERTH	07/10/17	UNIFORM SHIRTS	07/10/2017	88.10	.00	
01-350-5741 CLOTHING	JG UNIFORMS INC	22286	PD UNIFORMS	07/05/2017	50.00	.00	
01-350-5741 CLOTHING	PARDEEP DEOL	07/07/17	BOOTS	07/07/2017	140.00	.00	
01-350-7022 POLICE TECH/SAFETY S	CDS OFFICE TECHNOLOGIES	INV1093976	AV EQUIPMENT	07/12/2017	698.00	.00	
Total PUBLIC SAFETY:							
					11,457.14	.00	
<b>REIMBURSABLE EXP</b>							
01-370-4101 RETIREE HEALTH INSUR	NORTH SUBURBAN EMPLOYEE	07/19/17	DENTAL/VISION INSURANCE	07/19/2017	440.00	.00	
Total REIMBURSABLE EXP:							
					440.00	.00	
<b>GRANTS</b>							
01-390-5910 GRANT - VOCA EXPENS	OMNI YOUTH SERVICES INC.	2COPH17	JULY VOCA GRANT	07/12/2017	6,673.67	.00	
Total GRANTS:							
					6,673.67	.00	
01-550-7040 VEHICLES	CURRIE MOTORS	B4076	2017 CHEVROLET TAHOE	06/21/2017	38,400.50	.00	

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Total :							
Total GENERAL FUND:							
					38,400.50	.00	
					101,520.05	85.00	

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<b>MOTOR FUEL TAX FUND</b>							
<b>CAPITAL OUTLAY GENERAL</b>							
11-500-7051 SIDEWALKS	GEWALT HAMILTON ASSOCIAT	9	WILLOW SIDEWALK	05/17/2017	931.54	.00	
Total CAPITAL OUTLAY GENERAL:					931.54	.00	
Total MOTOR FUEL TAX FUND:					931.54	.00	

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<b>TOURISM DISTRICT</b>							
<b>EXPENSES</b>							
13-300-5108 BEAUTIFICATION	COMED	07/12/17	MONTHLY PHONE SERVICE	07/12/2017	32.17	.00	
13-300-5108 BEAUTIFICATION	COMED	07/12/17-1250	MONTHLY PHONE SERVICE - 1	07/12/2017	32.27	.00	
13-300-5108 BEAUTIFICATION	ILLINOIS-AMERICAN WATER C	07/03/17	1250 S RIVER RD B-IRRG	07/03/2017	565.99	.00	
13-300-5108 BEAUTIFICATION	ILLINOIS-AMERICAN WATER C	07/03/17	700 N MILWAUKEE IRRIG	07/03/2017	384.10	.00	
13-300-5108 BEAUTIFICATION	LANDSCAPE CONCEPTS MANA	126658	JULY BILLING	07/01/2017	508.92	.00	
Total EXPENSES:					1,523.45	.00	
Total TOURISM DISTRICT:					1,523.45	.00	



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GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>SSA #5</b>							
<b>EXPENSES</b>							
25-300-6050 SYSTEM MAINTENANCE	CONSTELLATION NEWENERGY	0040522594	SSA #5 1018	07/14/2017	30.79	.00	
25-300-6050 SYSTEM MAINTENANCE	CONSTELLATION NEWENERGY	0040522666	SSA #5 9118	07/14/2017	114.12	.00	
Total EXPENSES:					144.91	.00	
Total SSA #5:					144.91	.00	

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GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>SSA #8</b>							
<b>EXPENSES</b>							
28-300-5100 PROFESSIONAL SERVIC	CONSTELLATION NEWENERGY	0040522655	SSA #8 9053	07/14/2017	209.72	.00	
Total EXPENSES:					209.72	.00	
Total SSA #8:					209.72	.00	

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GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>WATER FUND</b>							
<b>EXPENSES</b>							
51-300-4100 HEALTH INSURANCE	MOE FUNDS	08/2017	AUGUST PREMIUMS	07/18/2017	9,625.00	.00	
51-300-4100 HEALTH INSURANCE	NORTH SUBURBAN EMPLOYEE	07/19/17	DENTAL/VISION INSURANCE	07/19/2017	28.00	.00	
51-300-5050 SYSTEM MAINTENANCE	GLENBROOK EXCAVATING & C	070517	REPLACE 8" VALVE	07/05/2017	9,350.00	.00	
51-300-5050 SYSTEM MAINTENANCE	HAWKINS, INC.	4105132	WATER PUMPING EQUIPMENT	06/29/2017	2,925.16	.00	
51-300-5100 PROFESSIONAL SERVICE	CIVIC SYSTEMS LLC	CVC15670	SEMI-ANNUAL SOFTWARE SUP	07/06/2017	2,067.19	.00	
51-300-5200 POSTAGE	FEDEX	5-849-17030	WATER SHIPPING	06/28/2017	275.34	.00	
51-300-5410 UTILITIES	AT&T	07/01/17	SCADA LINE	07/01/2017	83.02	.00	
51-300-5410 UTILITIES	COMED	07/12/17-218	MONTHLY PHONE SERVICE-21	07/12/2017	31.36	.00	
51-300-5410 UTILITIES	CONSTELLATION NEWENERGY	0040330069	Water 6002	07/02/2017	1,041.07	.00	
51-300-5412 WATER	ILLINOIS-AMERICAN WATER C	07/05/17	WTR 1025-210004321674	07/05/2017	20,322.18	.00	
51-300-5412 WATER	VILLAGE OF MOUNT PROSPEC	07/15/17	WATER USAGE #3288-001	07/15/2017	284.89	.00	
<b>Total EXPENSES:</b>					46,033.21	.00	
<b>Total WATER FUND:</b>					46,033.21	.00	

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<b>PARKING FUND</b>							
<b>EXPENSES</b>							
52-300-5410 UTILITIES	CONSTELLATION NEWENERGY	0040521982	METRA 3003	07/14/2017	136.72	.00	
52-300-5410 UTILITIES	CONSTELLATION NEWENERGY	0040522362	METRA 2006	07/14/2017	149.80	.00	
Total EXPENSES:					286.52	.00	
Total PARKING FUND:					286.52	.00	

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GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>SANITARY SEWER FUND</b>							
<b>EXPENSES</b>							
53-300-5050 SYSTEM MAINTENANCE	GEWALT HAMILTON ASSOCIAT	07/13/17	ENGINEERING SERVICES	07/13/2017	156.50	.00	
53-300-5050 SYSTEM MAINTENANCE	GEWALT HAMILTON ASSOCIAT	07/13/17	ENGINEERING SERVICES	07/13/2017	9,425.00	.00	
53-300-5100 PROFESSIONAL SERVIC	CIVIC SYSTEMS LLC	CVC15670	SEMI-ANNUAL SOFTWARE SUP	07/06/2017	198.63	.00	
53-300-5100 PROFESSIONAL SERVIC	GEWALT HAMILTON ASSOCIAT	07/13/17	ENGINEERING SERVICES	07/13/2017	170.00	.00	
53-300-5100 PROFESSIONAL SERVIC	GEWALT HAMILTON ASSOCIAT	07/13/17	ENGINEERING SERVICES	07/13/2017	108.00	.00	
53-300-5100 PROFESSIONAL SERVIC	S.D. ENTERPRISES INC.	07/06/17	JUNE SEWER INSPECTIONS	07/06/2017	870.00	.00	
Total EXPENSES:					10,928.13	.00	
Total SANITARY SEWER FUND:					10,928.13	.00	
Grand Totals:					161,577.53	85.00	

GL Account and Title	Net Invoice Amount	Amount Paid	Date Paid
<b>GENERAL FUND</b>			
Total GENERAL FUND:	101,520.05	85.00	
<b>MOTOR FUEL TAX FUND</b>			
Total MOTOR FUEL TAX FUND:	931.54	.00	
<b>TOURISM DISTRICT</b>			
Total TOURISM DISTRICT:	1,523.45	.00	
<b>SSA #5</b>			
Total SSA #5:	144.91	.00	
<b>SSA #8</b>			
Total SSA #8:	209.72	.00	
<b>WATER FUND</b>			
Total WATER FUND:	46,033.21	.00	
<b>PARKING FUND</b>			
Total PARKING FUND:	286.52	.00	
<b>SANITARY SEWER FUND</b>			
Total SANITARY SEWER FUND:	10,928.13	.00	
Grand Totals:	161,577.53	85.00	